This Offer expires at 17:40 hours CET on 7 June 2016 unless extended

OFFER MEMORANDUM

dated 12 April 2016

RECOMMENDED CASH OFFER

BY

RIVER ACQUISITION B.V.

(a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, with its corporate seat in Amsterdam, The Netherlands)

FOR THE LISTED ISSUED DEPOSITARY RECEIPTS OF ORDINARY SHARES AND NON-LISTED ISSUED ORDINARY SHARES WHICH ARE NOT REGISTERED IN THE NAME OF STICHTING ADMINISTRATIEKANTOOR VAN AANDELEN REESINK IN THE CAPITAL OF

ROYAL REESINK N.V.

(a public limited liability company (*naamloze vennootschap*)
incorporated under the laws of The Netherlands, with its corporate seat in Apeldoorn, The Netherlands)

This offer memorandum (the "**Offer Memorandum**") contains the details of, and the terms and conditions and restrictions to, the recommended public offer within the meaning of article 5:76 of the Netherlands Financial Supervision Act (*Wet op het financieel toezicht*) ("**Wft**") made by River Acquisition B.V. (the "**Offeror**") to all holders of (i) issued depositary receipts with a nominal value of € 0.04 (four eurocent) each and issued by the trust office Stichting Administratiekantoor van Aandelen Reesink (the "**Share Trust Office**") for ordinary shares in the capital of Royal Reesink N.V. ("**Royal Reesink**" or the "**Company**") held by the Share Trust Office (the "**Depositary Receipts**") and (ii) issued ordinary shares in the capital of the Company held by the Company and private parties other than the Share Trust Office and registered under their name in the Company's shareholders register with a nominal value of € 0.04 (four eurocent) each (the "**Registered Shares**" and together with the Depositary Receipts, the "**Shares**"; holders of such Shares being referred to as "**Shareholders**"), to purchase for cash their Shares on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum (the "**Offer**"). Capitalised terms used in this Offer Memorandum have the meaning as set out in Section 2 (*Definitions*). As at the date of this Offer Memorandum, 1,323,558 Depositary Receipts and 58,979 Registered Shares are issued and subject to the Offer.

Shareholders tendering their Shares under the Offer will be paid, on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum, in consideration of each Share validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) by such Shareholder and delivered (*geleverd*) to the Offeror, a cash amount of € 101.00 (one hundred and one euro) per Share (cum dividend) (the "**Offer Price**") without interest and subject to any required withholding of taxes. If, on or after the date hereof but on or prior to the Settlement Date (as defined below), any cash or share dividend or other distribution is declared in respect of the Shares and the record date for such cash or share dividend or other distribution occurs on or prior to the Settlement Date, the Offer Price will be decreased by an amount per Share equivalent to any such cash or share dividend or other distribution per Share.

The management board (*raad van bestuur*) of the Company (the "**Management Board**") and the supervisory board (*raad van commissarissen*) of the Company (the "**Supervisory Board**", and together with the Management Board the "**Boards**") fully support and unanimously recommend the Offer for acceptance to the

Shareholders. Reference is made to Section 3.8 (*Decision-making and Recommendation by the Boards*) and the Position Statement.

Certain major holders of Shares, namely Bibiana Beheer B.V. (which is controlled by Mr F.L.H. van Delft, member of the Supervisory Board), Decico B.V., Delta Lloyd Deelnemingenfonds N.V., Pon Holdings B.V., Project Holland Deelnemingen B.V., Mr. G. van der Scheer (CEO), Mr. G.T.M. Linnenbank (CFO) and Mr B. Kemp, have irrevocably undertaken, in each case subject to customary conditions, to accept the Offer and to tender all Shares held by them as per the Acceptance Closing Date (as defined below) and to vote in favour of the Resolutions (as defined below). These irrevocable undertakings together represent approximately 55.9% (fifty-five and nine tenth per cent) of all issued and outstanding Shares, for the avoidance of doubt excluding Shares held by Royal Reesink and its Subsidiaries (as defined below). Taking into account Shares held by Todlin (as defined below) and Navitas (as defined below), 73.3% (seventy three and three tenth per cent) of the Shares, for the avoidance of doubt excluding Shares held by Royal Reesink and its Subsidiaries, have been committed to the Offer.

The acceptance period under the Offer (the "**Acceptance Period**") commences at 09:00 hours CET, on 13 April 2016 and, unless extended, expires at 17:40 hours CET, on 7 June 2016 (such time, as may be extended in accordance with article 15 of the Decree on public offers Wft (*Besluit openbare biedingen Wft*, the "**Takeover Decree**") being referred to as the "**Acceptance Closing Time**" and the day on which the Acceptance Closing Time occurs being referred to as the "**Acceptance Closing Date**", as may be extended in accordance with article 15 of the Takeover Decree, being referred to as the "**Postponed Acceptance Closing Date**"). Acceptance under the Offer must be made in the manner specified in this Offer Memorandum.

Shares tendered on or prior to the Acceptance Closing Time may not be withdrawn, subject to the right of withdrawal of any tender of Shares during the Acceptance Period in accordance with the provisions of article 5b, paragraph 5, article 15, paragraphs 3 and 8 and article 15a paragraph 3 of the Takeover Decree. See Section 4.5 (*Withdrawal rights*).

The Offer is subject to the fulfilment of the Offer Conditions (as defined below), including, but not limited to, the number of Shares having been tendered for acceptance on the Acceptance Closing Date, together with Shares directly or indirectly held by the Offeror or committed to the Offeror, but not tendered and subject only to the Offer being declared unconditional, representing at least 95% (ninety-five per cent) of the Company's issued share capital excluding Shares held by the Company or any of its Subsidiaries for their own account at the Acceptance Closing Date. The Offeror and the Company each reserve the right to waive certain Offer Conditions to the extent permitted by law and the terms and conditions of the Merger Agreement (as defined below). See Section 3.9 (*Offer Conditions*).

The Offeror reserves the right to extend the Offer past the Acceptance Closing Time. If the Offer is extended past the Acceptance Closing Time, the Offeror will make an announcement to that effect in accordance with the Takeover Decree. See Section 4 (*Invitation to Shareholders*). The provisions of article 15, paragraph 2 of the Takeover Decree require that such an announcement be made within three (3) Business Days following the initial Acceptance Closing Time.

Unless the Acceptance Period is extended, the Offeror will, in accordance with article 16, paragraph 1 of the Takeover Decree, announce on a day within three (3) Business Days following the Acceptance Closing Date if it declares the Offer unconditional (*gestand wordt gedaan*) (the date on which the Offeror announces that it declares the Offer unconditional being referred to in this Offer Memorandum as the "**Unconditional Date**"). In such announcement, the Offeror will also confirm the aggregate value, the number and the corresponding percentage of Shares tendered to the Offeror prior to the Acceptance Closing Time.

Announcements stating that the Offeror declares the Offer unconditional (*gestand wordt gedaan*) and announcements concerning an extension of the Offer past the Acceptance Closing Time will be made by press release, a copy of which will be made available on the Company's website at www.reesink.com. See Section 4.12 (*Announcements*).

In the event that the Offeror declares the Offer unconditional (*gestand wordt gedaan*), the Shareholders who have validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and transferred (*geleverd*) their Shares for acceptance pursuant to the Offer prior to or on the Acceptance Closing Time (each of these Shares, a "**Tendered Share**") will receive promptly, but in any event within five (5) Business Days following the Unconditional Date (the "**Settlement Date**"), the Offer Price in respect of each Tendered Share.

Neither the U.S. Securities and Exchange Commission ("**SEC**") nor any securities commission of any State of the United States has: (i) approved or disapproved of the Offer, (ii) passed upon the merits or fairness of the

Offer or (iii) passed upon the adequacy or accuracy of the disclosure in this Offer Memorandum. Any representation to the contrary is a criminal offence in the United States.

The information required by article 18, paragraph 2 of the Takeover Decree in connection with the Offer is included in the position statement of the Boards (the "**Position Statement**"). The Position Statement, including all appendices thereto, does not form part of this Offer Memorandum and has not been reviewed or approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten* or "**AFM**") prior to publication.

On 25 May 2016 at 14:00 hours CET, such date being at least six (6) Business Days (as defined below) prior to the Acceptance Closing Date, the Company will holds its AGM (as defined below). This AGM will also serve as general meeting required to be held in accordance with article 18, paragraph 1 of the Takeover Decree to discuss the Offer. Certain resolutions will be proposed to the AGM in connection with the Offer. Reference is made to Section 3.6 (*General meeting of Royal Reesink*) and the Position Statement.

This Offer Memorandum has been prepared in accordance with article 5:76 of the Wft in conjunction with the provisions of article 8 of the Takeover Decree and has been approved by the AFM in accordance with the provision of article 8 of the Takeover Decree on 12 April 2016.

THIS OFFER MEMORANDUM CONTAINS DETAILED INFORMATION CONCERNING THE OFFER FOR SHARES AND THE PROPOSED TRANSACTIONS AS THEY RELATE TO THE OFFEROR. THE OFFEROR RECOMMENDS THAT YOU READ THIS OFFER MEMORANDUM CAREFULLY.

CONTENTS

Section		Page
1.	**RESTRICTIONS AND IMPORTANT INFORMATION**	5
2.	**DEFINITIONS**	10
3.	**EXPLANATION OF THE OFFER**	16
4.	**INVITATION TO SHAREHOLDERS**	39
5.	**INFORMATION REGARDING ROYAL REESINK**	45
6.	**CAPITAL AND SHARES OF ROYAL REESINK**	57
7.	**INFORMATION ON THE OFFEROR**	59
8.	**FURTHER DECLARATIONS PURSUANT TO THE TAKEOVER DECREE**	62
9.	**DUTCH TAX ASPECTS OF THE OFFER.**	63
10.	**NEDERLANDSE SAMENVATTING VAN HET BOD**	65
11.	**ADVISORS**	97
12.	**PRESS RELEASES**	98
13.	**SELECTED CONSOLIDATED FINANCIAL INFORMATION ROYAL REESINK**	100
14.	**FINANCIAL STATEMENTS 2015 OF ROYAL REESINK**	107

1. RESTRICTIONS AND IMPORTANT INFORMATION

1.1 Restrictions

The Offer is being made in and from The Netherlands with due observance of the statements, conditions and restrictions included in this Offer Memorandum. The Offeror is held by Gilde, and, as from Settlement of the Offer, will also be held by Todlin and Navitas as other members of the Consortium and Manco (each as defined below). As further set out in Section 7 (*Information on the Offeror*), Todlin and Navitas have agreed to contribute their Depositary Receipts to the Offeror as part of the consideration payable by them for their respective (indirect) interests in the Offeror. The Offeror reserves the right to accept any tender under the Offer, which is made by or on behalf of a Shareholder, even if such a tender has not been made in the manner set out in this Offer Memorandum.

The distribution of this Offer Memorandum and/or the making of the Offer in jurisdictions other than The Netherlands may be restricted and/or prohibited by law. The Offer is not being made, and the Shares will not be accepted for purchase from or on behalf of any Shareholder, in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority not expressly contemplated by the terms of this Offer Memorandum. However, acceptances of the Offer by Shareholders not residing in The Netherlands will be accepted by the Offeror if such acceptances comply with (i) the acceptance procedure set out in this Offer Memorandum and (ii) the applicable laws and regulations in the jurisdiction from which such acceptances have been made. Persons obtaining the Offer Memorandum are required to take due note and observe all such restrictions and obtain any necessary authorisations, approvals or consents (to the extent applicable). Outside of The Netherlands, no actions have been taken (nor will actions be taken) to make the Offer possible in any jurisdiction where such actions would be required. In addition, this Offer Memorandum has not been filed with or recognised by the authorities of any jurisdiction other than The Netherlands. Neither the Offeror, nor the Company, nor the Consortium (as defined below) nor any of their advisors accept any liability for any violation by any person of any such restriction. Any person (including, without limitation, custodians, nominees and trustees) who forwards or intends to forward this Offer Memorandum or any related document to any jurisdiction outside The Netherlands should carefully review this Section 1 (*Restrictions and Important Information*) before taking any action. The release, publication or distribution of this Offer Memorandum and any documentation regarding the Offer or the making of the Offer in jurisdictions other than The Netherlands may be restricted by law and therefore persons into whose possession this Offer Memorandum comes should inform themselves about and observe such restrictions. Any failure to comply with any such restriction may constitute a violation of the law of any such jurisdiction.

1.2 United States of America

The Offer is being made for the securities of a Dutch company and is subject to Dutch disclosure requirements, which differ from those of the United States. The financial information of the Company included or referred to herein has been prepared in accordance with the accounting principles generally accepted in the Netherlands and the financial reporting requirements included in Part 9 of Book 2 of the Dutch Civil Code ("**Dutch GAAP**") and, accordingly, may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. The Offer will be made in the United States pursuant an exemption from the U.S. tender offer rules provided by Rule14d-1(c) under the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**"), and otherwise in accordance with the applicable regulatory requirements in The Netherlands. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Offer by a U.S. holder of Shares will be a taxable transaction for U.S. federal income tax purposes and may be a taxable transaction under applicable state and local, as well as foreign and other tax laws. Each holder of Shares is urged to consult its independent professional advisor immediately regarding the tax consequences of acceptance of the Offer.

It may be difficult for U.S. holders of Shares to enforce their rights and claims arising out of the U.S. federal securities laws, since the Offeror and the Company are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. U.S. holders of Shares may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for

violations of the U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment.

In accordance with standard Dutch practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, the Offeror or its nominees, or its brokers (acting as agents), or affiliates of the Offeror's financial advisors, may from time to time make certain purchases of, or arrangements to purchase, Shares outside of the United States, other than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. To the extent required in The Netherlands, any information about such purchases will be announced by press release in accordance with article 13 of the Takeover Decree and posted on the website of the Company at www.reesink.com.

1.3 Canada and Japan

The Offer and any solicitation in respect thereof is not being made, directly or indirectly, in or into Canada or Japan, or by use of the mails, or by any means or instrumentality of interstate or foreign commerce, or any facilities of a national securities exchange, of Canada or Japan. This includes, but is not limited to, post, facsimile transmission, telex or any other electronic form of transmission and telephone. Accordingly, copies of this Offer Memorandum and any related press announcements, acceptance forms and other documents are not being sent and must not be mailed or otherwise distributed or sent in, into or from Canada or Japan or, in their capacities as such, to custodians, nominees or trustees holding Shares for persons residing in Canada or Japan. Persons receiving this Offer Memorandum and/or such other documents must not distribute or send them in, into or from Canada or Japan, or use such mails or any such means, instrumentality or facilities for any purpose in connection with the Offer; so doing will invalidate any purported acceptance of the Offer. The Offeror will not accept any tender by any such use, means, instrumentality or facility from within Canada or Japan.

Tender and transfer of Shares constitute a representation and warranty that the person tendering the Shares (a) has not received or sent copies of this Offer Memorandum or any related documents in, into or from Canada and (b) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails or any means or instrumentality including, without limitation, facsimile transmission, telex and telephone of interstate or foreign commerce, or any facility of a national securities exchange of, Canada or Japan. The Offeror reserves the right to refuse to accept any purported acceptance that does not comply with the foregoing restrictions, and any such purported acceptance will be null, void and without effect.

1.4 Important information

1.4.1 *Important information in the Offer Memorandum*

This Offer Memorandum contains important information that should be read carefully before any decision is made to tender Shares in connection with the Offer. Shareholders are advised to seek independent advice where necessary. In addition, Shareholders are urged to consult their tax advisors regarding the tax consequences of tendering their Shares in the Offer.

Any tender, purchase and delivery of the Shares means acceptance of the terms and conditions contained in this Offer Memorandum as further set out in Section 1 (*Restrictions and important information*), Section 3 (*Explanation of the Offer*) and Section 4 (*Invitation to Shareholders*).

1.4.2 *Responsibility*

The information included on the cover page, page 2, page 3 and in Sections 1.1 (*Restrictions*) through 1.3 (*Canada*), Section 2 (*Definitions*), Section 3.1 (*Introduction*) through Section 3.5 (*Future governance*), Section 3.7 (*Financing of the Offer*), Section 3.9 (*Offer Conditions*) through Section 3.15 (*Consequences of the Offer*), Section 4 (*Invitation to Shareholders*), except for Section 4.13 (*Indicative Timetable*), Section 6.2 (*Share Price Development*), Section 7 (*Information on the Offeror*), Sections 8.1(ii), 8.1(iv) and 8.1(vi) (*Further Declarations pursuant to the Takeover Decree*), Section 9 (*Dutch Tax Aspects of the Offer*) and Section 10 (*Nederlandse samenvatting van het Bod*) have been solely provided by the Offeror.

The information included in Section 3.6 (*General meeting of Royal Reesink*), Section 3.8 (*Decision-making and Recommendation by the Boards*), Section 5 (*Information regarding Royal Reesink*), Section 6.1 (*Authorized and Issued Share Capital*), Section 6.3 (*Shares held by members of Boards*

and selected members of senior management) through Section 6.5 (*Transaction costs of Royal Reesink*), Section 8.1(iii), 8.1(v) and 8.1(vii) (*Further Declarations pursuant to the Takeover Decree*) and Section 13 (*Selected Consolidated Financial Information Royal Reesink*) and Section 14 (*Financial Statements 2015 of Royal Reesink*), have been solely provided by Royal Reesink.

The information included in Section 1.4 (*Important information*), Section 3.16 (*Employee Consultation*), Section 4.13 (*Indicative Timetable*), Section 8.1 (*Further Declarations pursuant to the Takeover Decree***)** introductory paragraph, Section 8.1(i) (*Further Declarations pursuant to the Takeover Decree***)**, Section 10 (*Advisors*) and Section 12 (*Press Releases*) have been provided by the Offeror and Royal Reesink jointly.

The Offeror and the Company are exclusively responsible for the accuracy and completeness of the information provided in this Offer Memorandum, each with respect to the information it has provided, and jointly with respect to the information they have provided jointly.

Both the Offeror and the Company confirm, each with respect to the information it has provided and jointly with respect to the information they have provided jointly, that to the best of their knowledge and belief, having taken all reasonable care to ensure that such is the case, the information contained in this Offer Memorandum is in accordance with the facts and contains no omission likely to affect its import.

The information included in Section 13 (*Selected Consolidated Financial Information Royal Reesink*) has been sourced by the Company from the consolidated financial statements for the year ended 31 December 2013, the year ended 31 December 2014 and the year ended 31 December 2015, as published in the annual reports of the Company of 2013, 2014 and 2015, respectively. The independent auditor's report included in Section 13.6 has been sourced by the Company from Deloitte Accountants B.V. The independent auditor's report included in Section 13.7 has been sourced by the Company from Ernst & Young Accountants LLP. The Company confirms that this information has been accurately reproduced and that no facts have been omitted which would render the reproduced information inaccurate or misleading. The Offeror and the Company shall not be responsible for any auditor's reports included in the Offer Memorandum.

1.4.3 *Presentation of financial information and other information*

The selected consolidated financial information of the Company is that of the Company and its consolidated subsidiaries. The selected consolidated financial information should be read in conjunction with the consolidated financial statements of the Company for the years ended 31 December 2013, 31 December 2014 and 31 December 2015, including the notes thereto. The year-end consolidated financial information of the Company is extracted from the Company's consolidated financial statements (that were included in the annual report of the Company, in each case for the relevant year), which have been audited by Deloitte Accountants B.V. (for the years ended 31 December 2013 and 31 December 2014) and Ernst & Young Accountants LLP (for the year ended 31 December 2015). The consolidated financial statements from which the selected consolidated financial information has been derived were prepared in accordance with Dutch GAAP. The consolidated financial statements for the year ended 31 December 2015 (including the notes thereto) are included in Section 14 (*Financial Statements 2015 of Royal Reesink*).

The information included in Section 13 (*Selected Consolidated Financial Information Royal Reesink*) and Section 14 (*Financial Statements 2015 of Royal Reesink*) is presented in the English language. The original consolidated financial statements of the Company for the years ended 31 December 2013, 31 December 2014 and 31 December 2015 were prepared in the Dutch language and are available on the Company's website at www.reesink.com. In the event of any differences between the English text and the Dutch text, the latter shall prevail.

Certain numerical figures set out in this Offer Memorandum, including financial data presented in millions or thousands, have been subject to rounding adjustments and, as a result, should therefore not be regarded as exact. In addition, the rounding also means that the totals of the data in this Offer Memorandum may vary slightly from the actual arithmetic totals of such information.

The information included in this Offer Memorandum reflects the situation as at the date of this Offer Memorandum unless specified otherwise. Neither the issue nor the distribution of this Offer

Memorandum shall under any circumstances imply that the information contained herein is accurate and complete as of any time subsequent to this date or that there has been no change in the information set out in this Offer Memorandum or in the affairs of the Company and/or its subsidiaries and/or its Affiliates since the date of this Offer Memorandum. The foregoing does not affect the obligation of the Offeror and Royal Reesink, each insofar as it concerns them, to make a public announcement of any information pursuant to, respectively, article 4, paragraph 3 of the Takeover Decree and Article 5:25i of the Wft, if applicable.

No persons other than the Offeror and Royal Reesink and without prejudice to the independent auditor's reports issued by Deloitte Accountants B.V. and Ernst & Young Accountants LLP included in the Offer Memorandum and the Fairness Opinion issued by Houlihan Lokey Leonardo included in the Position Statement, is authorised in connection with the Offer to provide any information or to make any statements on behalf of the Offeror or Royal Reesink in connection with this Offer or any information contained in this Offer Memorandum. If any such information or statement is provided or made by parties other than the Offeror or Royal Reesink, such information or statements should not be relied upon as having been provided by or made by or on behalf of the Offeror or Royal Reesink. Any information or representation not contained in this Offer Memorandum must not be relied upon as having been provided by or made by or on behalf of the Offeror or Royal Reesink.

1.4.4 *Governing law*

This Offer Memorandum and the agreements entered into between the Offeror and the Shareholders pursuant to the Offer are, and any tender, purchase or delivery of Shares will be, governed by and construed in accordance with the laws of The Netherlands. The District Court of Amsterdam (*Rechtbank Amsterdam*) and its appellate courts (including, for the avoidance of doubt, the Supreme Court (*Hoge Raad der Nederlanden*)) shall have exclusive jurisdiction to settle any disputes which might arise out of or in connection with this Offer Memorandum, the agreements entered into between the Offeror and the Shareholders pursuant to the Offer and/or any tender, purchase or delivery of Shares. Accordingly, any legal action or proceedings arising out of or in connection with the Offer Memorandum, the Offer and/or any tender, purchase or delivery of Shares shall be brought exclusively in such courts.

1.4.5 *Language*

This Offer Memorandum is published in the English language and a Dutch language summary is included as Section 10 (*Nederlandse samenvatting van het bod*). In the event of any differences, whether or not in interpretation, between the English language text of the Offer Memorandum and the Dutch language summary of this Offer Memorandum, the English language text of the Offer Memorandum shall prevail over the text of the Dutch language summary of this Offer Memorandum.

SNS Securities N.V. has been appointed as Exchange Agent (as defined below) in the context of the Offer.

1.4.6 *Addresses*

The Exchange Agent

SNS Securities N.V.
Nieuwezijds Voorburgwal 162
1012 SJ Amsterdam
The Netherlands

The Offeror

River Acquisition B.V.
Herculesplein 104
3584 AA Utrecht
The Netherlands

The Company

Royal Reesink N.V.
Ecofactorij 20
7325 WC Apeldoorn
The Netherlands

1.4.7 *Availability of copy documentation*

Digital copies of this Offer Memorandum are available on the Company's website at www.reesink.com. This website does not constitute a part of, and is not incorporated by reference into, this Offer Memorandum. Copies of this Offer Memorandum are furthermore available free of charge at the office of the Exchange Agent at the address mentioned above.

A digital copy of the Company's Articles of Association is available on the Company's website at www.reesink.com.

1.4.8 *Forward looking statements*

This Offer Memorandum includes forward looking statements, including statements about the expected timing and completion of the Offer. Forward-looking statements involve known or unknown risks and uncertainties because they relate to events and depend on circumstances that all occur in the future. Generally, words such as may, will, expect, intend, estimate, anticipate, believe, plan, seek, continue or similar expressions identify forward looking statements. Although the Offeror and the Company, each with respect to the statements it has provided, believe that the expectations reflected in such forward looking statements are based on reasonable assumptions and are, to the best of their knowledge, true and accurate on the date of this Offer Memorandum, no assurance can be given that such statements will be fulfilled or prove to be correct, and no representations are made as to the future accuracy and completeness of the forward looking statements. Any such forward looking statement must be considered together with the fact that actual events or results may vary materially from such forward looking statements due to, among other things, political, economic or legal changes in the markets and environments in which the Offeror or the Company do business, to competitive developments or risks inherent to their respective business plans and to uncertainties, risk and volatility in financial markets and other factors affecting them.

The Offeror and the Company undertake no obligation to publicly update or revise any forward looking statements, whether as a result of new information, future events or otherwise, except as required by applicable laws and regulations or by any appropriate regulatory authority.

1.4.9 *Financial advisors to Royal Reesink*

Rabobank (as defined below) is acting as financial advisor exclusively to Royal Reesink and to no one else in connection with the Offer and will not be responsible to anyone (whether or not recipient of this Offer Memorandum) other than Royal Reesink for providing the protections afforded to the clients of Rabobank or for providing advice in relation to the Offer. Rabobank, acting solely in its capacity as financial advisor in connection with the Offer, has provided advice and assistance to Royal Reesink on the financial aspects of the Offer and in preparation thereof.

Rabobank has given and has not withdrawn its written consent to the references to its name in the form and context in which it appears in this Offer Memorandum.

2. DEFINITIONS

Any reference in this Offer Memorandum to defined terms in plural form shall constitute a reference to such defined terms in singular form, and vice versa. All grammatical and other changes required by the use of a definition in singular form shall be deemed to have been made herein and the provisions hereof shall be applied as if such changes have been made. A reference to "**including**" means "**including without limitation**".

Defined terms used in this Offer Memorandum shall have the following meaning:

"Acceptance Closing Date"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Acceptance Closing Time"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Acceptance Level"	has the meaning ascribed thereto in Section 3.9(a) (*Acceptance Level*)
"Acceptance Period"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Acquisition of PMH-E"	has the meaning set out in Section 5.2 (*History of Royal Reesink*)
"Admitted Institutions"	those institutions admitted to Euronext Amsterdam
"Affiliates"	means in relation to the Offeror and/or the Company, any corporation, partnership, cooperative or other business or legal entity or person directly or indirectly controlling or controlled by the Offeror and/or the Company, including any of its subsidiaries and group companies within the meaning of articles 2:24a and 2:24b DCC respectively. The Affiliates of the Offeror shall be deemed to exclude any of their respective private equity and/or investment funds' portfolio businesses from time to time
"AFM"	has the meaning ascribed thereto on page 3 of this Offer Memorandum
"AGM"	has the meaning ascribed thereto in Section 3.6 (*General meeting of Royal Reesink*)
"Aggregate Minority Cash Amount"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Alternative Proposal"	has the meaning ascribed thereto in Section 3.10.1 (*Exclusivity*)
"Alternext Amsterdam"	Alternext in Amsterdam, an organised multilateral trading facility operated by Euronext Amsterdam N.V.
"Amended Financing Facility"	has the meaning ascribed thereto in Section 3.7 (*Financing of the Offer*)
"Announcement"	has the meaning ascribed thereto in Section 3.1 (*Introduction*)
"Asset Sale and Liquidation"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Binding Debt Commitment Documentation"	has the meaning ascribed thereto in Section 3.7 (*Financing of the Offer*)
"Boards"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Business"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Business Day"	means a day other than a Saturday or Sunday on which banks in The Netherlands and Euronext are generally open for normal business
"Business Strategy"	has the meaning ascribed thereto in Section 3.4 (*Non-Financial Covenants*)
"Call Option"	has the meaning ascribed thereto in Section 5.11 (*Stichting Continuiteit Reesink*)

"Central Institute"	has the meaning ascribed thereto in Section 5.10 (*The Share Trust Office*)
"CEO"	Gerrit van der Scheer, the Company's chief executive officer and sole managing director (*statutair bestuurder*)
"CET"	Central European Time or (when applicable on the relevant date in the Netherlands) Central European Summer Time
"CFO"	Gerwin Theodorus Maria Linnenbank, the Company's chief financial officer (*titulair directeur*)
"Company" or "Royal Reesink"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Company's Articles of Association"	the articles of association (*statuten*) of the Company, as most recently amended on 15 September 2014
"Competing Offer"	has the meaning ascribed thereto in Section 3.10.3 (*Competing Offer*)
"Completion"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Consideration"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Consortium"	the Offeror together with Gilde, Todlin and Navitas
"Cum Prefs A"	has the meaning ascribed thereto in Section 6.1 (*Authorised and issued share capital*), and "**Cum Pref A**" means any one of them or the relevant one of them, as the context requires.
"Cum Prefs B"	has the meaning ascribed thereto in Section 6.1 (*Authorised and issued share capital*), and "**Cum Pref B**" means any one of them or the relevant one of them, as the context requires.
"Debt Financing"	means the debt commitment papers with a consortium of reputable banks for secured debt financing in an aggregate amount of € 170.000.000 (one hundred seventy million), which is fully committed on a "certain funds" basis, subject to customary conditions.
"Defaulting Party"	has the meaning ascribed thereto in Section 3.11 (*Termination of the Merger Agreement*)
"Depositary Receipts"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Dutch Civil Code" or "DCC"	the Dutch civil code (*Burgerlijk Wetboek*)
"Dutch Corporate Governance Code"	the Dutch corporate governance code as it reads from time to time and as established under article 2:391 sub 5 of the Dutch Civil Code
"Dutch GAAP"	has the meaning ascribed thereto in Section 1.2 (*United States of America*)
"EBITDA"	means earnings before interest, taxes, depreciation and amortization
"€" or "Euro"	Euro, the legal currency of the European Monetary Union
"Euronext Amsterdam"	Euronext in Amsterdam, the regulated market of Euronext Amsterdam N.V.
"Excess Cash"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Exchange Agent"	SNS Securities N.V.
"Exclusivity Period"	the period commencing on the date of the Merger Agreement and ending on the earlier of (i) the date of termination of the Merger Agreement in accordance with Section 3.11 and (ii) the Settlement Date.

"Fairness Opinion"	has the meaning ascribed thereto in Section 3.8 (*Decision-making and Recommendation by the Boards*)
"Gilde"	has the meaning ascribed thereto in Section 7.1.2
"Group"	at the relevant time, the Company and its Affiliates, excluding following Settlement the Offeror and any of its holding companies or management companies or fund entities
"Group Companies"	means any member of the Group
"Holdco"	has the meaning ascribed thereto in Section 7.8 (*Shareholder Arrangements*)
"Houlihan Lokey Leonardo"	means Leonardo & Co. B.V.
"IMAV"	has the meaning ascribed thereto in Section 5.2 (*History of Royal Reesink*)
"Independent Supervisory Board Members"	has the meaning ascribed thereto in Section 3.5.2 (*Composition Supervisory Board*)
"Irrevocable Undertakings"	has the meaning ascribed thereto in Section 3.13 (*Irrevocable Undertakings*)
"ISIN"	has the meaning ascribed thereto in Section 5.1 (*Introduction*)
"Kemp Group"	has the meaning ascribed thereto in Section 5.2 (*History of Royal Reesink*)
"Liquidation Distribution"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Management Board"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Manco"	means a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) or other entity to be incorporated for the purpose of the envisaged participation of certain Royal Reesink management members in Holdco
"Matching Revised Offer"	has the meaning ascribed thereto in Section 3.10.4(a)(iii) (*Revised Offer*)
"Matching Right"	has the meaning ascribed thereto in Section 3.10.4(a)(ii) (*Revised Offer*)
"Matching Right Period"	has the meaning ascribed thereto in Section 3.10.4(a)(ii) (*Revised Offer*)
"Material Adverse Change"	any change, event, circumstance or effect (any of such items a "**Change**"), individually or when taken together with all other Changes that have occurred between the date of the Merger Agreement and the date of this Offer Memorandum or the Acceptance Closing Date or the extended Acceptance Closing Date, as the case may be, that is or is reasonably likely to be materially adverse to the business, the assets, the liabilities, the financial or trading position or capitalisation of the Group taken as a whole, such that the Offeror cannot reasonably be expected to launch the Offer or declare the Offer unconditional, as the case may be, provided, however, that for the purpose of determining whether there has been, or shall be, a Material Adverse Change, the following Changes shall not be taken into account: (a) any changes in economies or financial markets in general, or in parts of economies or financial markets, which, directly or indirectly, affect the business of the Group; (b) any changes in business conditions or industry-wide conditions which do not disproportionately affect the business of the Group; (c) any natural disaster, pandemic, act of terrorism, sabotage, armed hostility, military action (including, but not limited to, military action in Syria, Iran, Yemen and Ukraine), or any escalation or worsening

thereof;

(d) any development regarding the European Union, its member states (including member states leaving any part of such union) and the Euro zone (including one or more member states leaving or forced to leave such zone or defaulting on its loans);

(e) any failure, in and of itself, by the Company or the Group to meet any internal or published projections, forecasts or revenue or earnings predictions (provided, however, that, in the case of this paragraph (e), the underlying cause for such failure may be considered in determining whether there may be a Change);

(f) any Change resulting from any act or omission of the Offeror, whether before or after the date of the Merger Agreement, including any action taken by the Company or any member of the Group with the Offeror's written consent or at the Offeror's direction (or not taken where such consent has been withheld) or compliance by the Company with the terms of, or the taking of any action required by, the Merger Agreement, except for any Change resulting from any act or omission of the Offeror that is a response to a breach of the Merger Agreement by the Company;

(g) any matter which is, or should reasonably be known to the Offeror or its advisers prior to the date of the Merger Agreement, as a result of the fair disclosure through the due diligence investigation or information in the public domain prior to the date of the Merger Agreement, including information filed by any member of the Group as a matter of public record or made public by the Company pursuant to applicable laws or regulations;

(h) the announcement, making and implementation of the Offer;

(i) a breach by the Offeror of the Merger Agreement or applicable law; and

(j) any change in laws, regulations, accounting standards or interpretations thereof, after the date of the Merger Agreement.

"Material Breach" has the meaning ascribed thereto in Section 3.11 (*Termination of the Merger Agreement*)

"Merger Agreement" the merger agreement agreed and signed by the Offeror and the Company on 7 February 2016

"Merger Rules" all applicable laws and regulations relating to the Offer, including without limitation the applicable provisions of the Wft, the Takeover Decree, any rules and regulations promulgated pursuant to the Wft and/or the Takeover Decree and regulations of Euronext Amsterdam, the Dutch Civil Code and any other applicable securities or competition regulatory laws

"Minority Shareholders" has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)

"Navitas" means Navitas B.V.

"Nederlandse Staal Unie" has the meaning ascribed thereto in Section 5.2 (*History of Royal Reesink*)

"Net Cash Amount" has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)

"Non-Financial Covenants" has the meaning ascribed thereto in Section 3.4 (*Non-Financial Covenants*)

"Offer" has the meaning ascribed thereto on page 1 of this Offer Memorandum

"Offer Change of Control"	has the meaning ascribed thereto in Section 3.7 (*Financing of the Offer*)
"Offer Conditions"	means the conditions to the Offer described in Section 3.9 (*Offer Conditions*)
"Offer Memorandum"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Offeror"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Offeror Cash Amount"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Offer Price"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Option Agreement"	has the meaning ascribed thereto in Section 5.11 (*Stichting Continuiteit Reesink*)
"Ordinary Shares"	has the meaning ascribed thereto in Section 6.1 (*Authorised and issued share capital*) of this Offer Memorandum, and "**Ordinary Share**" means any one of them or the relevant one of them, as the context requires
"Partial Purchase Price"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Partial Transfer"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"PMH-E"	has the meaning ascribed thereto in Section 5.2 (*History of Royal Reesink*)
"Pon"	has the meaning ascribed thereto in Section 3.7 (*Financing of the Offer*)
"Position Statement"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Post Acceptance Period"	a period after the Acceptance Closing Date during which Shares not tendered under the Offer may be tendered to the Offeror in the same manner and on the same terms as set out in this Offer Memorandum (*na-aanmeldingstermijn*)
"Post-Closing Restructuring Measure"	the post-closing restructuring measures described in Section 3.14.4 (*Other Post-Closing Restructuring Measures*)
"Postponed Acceptance Closing Date"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Potential Competing Offer"	has the meaning ascribed thereto in Section 3.10.2(a) (*Potential Competing Offer*)
"Potential Competing Offer Period"	has the meaning ascribed thereto in Section 3.10.2(a)(ii) (*Potential Competing Offer*)
"Preference Shares"	means Cum Prefs A and Cum Prefs B, and "**Preference Share**" means any one of them or the relevant one of them, as the context requires.
"Protection Trust"	has the meaning ascribed thereto in Section 5.11 (*Stichting Continuiteit Reesink*)
"Purchase Price"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Rabobank"	Coöperatieve Rabobank U.A.
"Receivable"	has the meaning ascribed thereto in Section 3.14.3 (*Asset Sale and Liquidation*)
"Recommendation"	has the meaning ascribed thereto in Section 3.8 (*Decision-making and Recommendation by the Boards*)
"Registered Shares"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Resolutions"	has the meaning ascribed thereto in Section 3.6 (*General meeting of Royal Reesink*)

"SEC"	has the meaning ascribed thereto on page 3 of this Offer Memorandum
"Section"	a section of this Offer Memorandum
"Settlement"	the payment of the Offer Price by the Offeror to the Shareholders for each Tendered Share
"Settlement Date"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Shareholders"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Shareholder Financing"	has the meaning ascribed thereto in Section 3.7 (*Financing of the Offer*)
"Shares"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Share Trust Office"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"STAK"	means a foundation (*stichting*) or other entity to be incorporated for the purpose of the envisaged participation of certain Royal Reesink management members in Holdco
"Subsidiary"	any corporation, partnership, cooperative or other business or legal entity or person, directly or indirectly controlled by the Company and/or the Offeror, within the meaning of articles 2:24a of the DCC provided that at no time the Company will be considered a Subsidiary of the Offeror
"Supervisory Board"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Takeover Decree"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Takeover Rules"	the applicable provisions of the Wft, the Takeover Decree, any rules and regulations promulgated pursuant to the Wft and the Takeover Decree, the policy guidelines and instructions of the AFM, the Merger Code (*SER-besluit Fusiegedragsregels 2000*), the Works Councils Act (*Wet op de ondernemingsraden*), the rules and regulations of Euronext, the Dutch Civil Code and applicable competition laws and regulations
"Tendered, Owned, and Committed Shares"	has the meaning ascribed thereto in Section 3.9 (*Offer Conditions*)
"Tendered Share"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"Terminating Party"	has the meaning ascribed thereto in Section 3.11 (*Termination of the Merger Agreement*)
"Termination Fee"	has the meaning ascribed thereto in Section 3.12 (*Termination Fee*)
"THR"	has the meaning ascribed thereto in Section 5.2 (*History of Royal Reesink*)
"Todlin"	means Todlin N.V.
"Unconditional Date"	has the meaning ascribed thereto on page 2 of this Offer Memorandum
"USD"	United States dollars
"U.S. Exchange Act"	has the meaning ascribed thereto in Section 1.2 (*United States of America*)
"Wft"	has the meaning ascribed thereto on page 1 of this Offer Memorandum
"Works Council"	means the central works council (*centrale ondernemingsraad*) of the Group

3. EXPLANATION OF THE OFFER

3.1 Introduction

On 8 February 2016, pursuant to the provisions of article 4, paragraphs 1 and 3, article 5, paragraph 1 and article 7 paragraph 4 of the Takeover Decree, the Offeror and the Company jointly announced that they had reached conditional agreement on the main terms and conditions of the intended public offer by the Offeror for all Shares against payment of a cash price of € 101 (one hundred one euro) per Share (the "**Announcement**"). See also Section 12 (*Press Releases*).

The Offeror is making an offer to purchase from the Shareholders all the Shares on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum.

Shareholders tendering their Shares under the Offer will be paid, on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum, in consideration of each Share validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) by such Shareholder and delivered (*geleverd*) to the Offeror, the Offer Price. If, on or after the date hereof but on or prior to the Settlement Date, any cash or share dividend or other distribution is declared in respect of the Shares and the record date for such cash or share dividend or other distribution occurs on or prior to the Settlement Date, the Offer Price will be decreased by an amount per Share equivalent to any such cash or share dividend or other distribution per Share. If, after the Settlement Date, any cash or share dividend or other distribution is declared in respect of the Shares, the Offer Price to which the remaining Shareholders will be entitled under the Offer, will be decreased by an amount per Share equivalent to any such cash or share dividend or other distribution per Share.

3.2 Substantiation of the Offer Price

3.2.1 *Offer Price*

In establishing the Offer Price, the Offeror has carefully considered the history and prospects of the Company, including analyses of historic financial information and potential future developments in the Company's profitability, cash flows and balance sheet derived from (a) the Company's interim financial statements, annual financial statements, analyst presentations and press releases, (b) historical market valuation of the Depositary Receipts in the period from 6 February 2015 up to 5 February 2016 (the last trading date prior to the Announcement) and (c) broker reports in the period from 1 January 2015 up to 5 February 2016.

The Offer Price has been based on the following series of financial analyses:

(i) an analysis of the closing prices of the Depositary Receipts from 6 February 2015 to 5 February 2016 (the last trading day prior to the Announcement). The average closing price per Depositary Receipt on Alternext Amsterdam for the three (3), six (6), and twelve (12) month periods prior to and including 5 February 2016 were € 79.24 (seventy-nine euro and twenty-four eurocent), € 79.86 (seventy-nine euro and eighty-six eurocent) and € 81.36 (eighty-one euro and thirty-six eurocent) respectively;

(ii) an analysis of the latest analyst price targets for the Depositary Receipts, issued before 5 February 2016. The research analysts considered comprise of only SNS Securities, with a latest analyst price target of € 93.50 (ninety-three euro and fifty eurocent) per Depositary Receipt at 1 February 2015;

(iii) a trading multiple analysis based on the expected financial performance of the Company and the closing prices of the Depositary Receipts compared with those of selected publicly-traded companies and their securities. Given that there are no identical comparable publicly traded peers, the companies included for comparison with the Company are selected from a broader group of companies active in the (agri- and horticultural) equipment market. Companies selected for comparison are Finning International, Rocky Mountain Dealerships, Toromont Industries, Wajax Corporation, H&E Equipment Services, Neff, Ashtead Group, and United Rentals. For this group of companies, the median multiple of enterprise value to consensus EBITDA forecast for the financial year ending 31 December 2015 was approximately 6.5x. By comparison:

(A) the multiple of the enterprise value of Royal Reesink, as implied by the Offer Price to actual EBITDA for the financial year ending 31 December 2015, is approximately 7.8x[1]; and

(B) the Group acquired the adjacent material handling equipment and hydraulics components and systems business of Pon Holdings B.V. on 16 October 2013. The material handling equipment and hydraulics components and systems business of Pon Holdings B.V., which accounts for approximately 43.1% (forty-three point one per cent) of the Group's turnover in the financial year ending 31 December 2015, was acquired for a consideration of € 79,500,000 (seventy-nine million five hundred thousand euro) (including earn out, determined on the basis of the full year 2013 result, excluding interest) which translates into a multiple of 5.1x to EBITDA for the financial year ending 31 December 2013 of approximately € 15.7 million (fifteen point seven million euro) for the acquired business.

3.2.2 *Premia*

The Offer Price represents:

(i) a premium of approximately 29.4% (twenty-nine and four tenth per cent) to the closing price of € 78.05 (seventy-eight euro and five eurocent) of the Depositary Receipts listed on Alternext Amsterdam on 5 February 2016;

(ii) a premium of 27.5% (twenty-seven and a half per cent) to the average closing price for the 3 months prior to and including that date and a premium of 26.5% (twenty-six and a half per cent) to the average closing price for the six (6) months prior to and including that date; and

(iii) a premium of 24.1% (twenty-four and one tenth per cent) to the average closing price for the twelve (12) months prior to and including that date.

3.3 Rationale of the Offer

The combination of the Offeror and Royal Reesink will help the Group realise its business strategy, allowing it to improve and invest in its existing divisions and, as part of an effective buy & build strategy, to strengthen its divisions further through acquisitions. The Company's free cash flow will be available for reinvestment to finance the Company 's business and strategy.

With the Offeror as its shareholder, with the backing by the Consortium, the Company will have ample access to liquidity for long term value enhancement of the business. This focus on value creation will also benefit commercial relationships with amongst others the original equipment manufacturers and the dealers.

The Consortium will bring extensive experience and a strong track record of supporting management teams in the execution of their business plans. The members of the Consortium have a clear understanding of the markets in which the Group operates.

Furthermore, the transaction gives the Shareholders an opportunity to sell all their Shares at a premium, against the backdrop of a public trading market in the Shares which is relatively illiquid with low trading volumes.

The Offeror and the Company believe that operating as a private company, with the backing by the Consortium, will offer the Company significant advantages and enable the management team to accelerate the execution of the business strategy. Specifically, this entails:

(i) full support for the buy and build strategy of the Group;

(ii) consortium composed of experienced Dutch based investors with long-term investment focus well placed to provide Royal Reesink with strong financial backing, expertise and support to realise its full potential; and

[1] Based on net interest bearing debt of EUR 95.5 million as at 31 December 2015 and including the additional payment to Pon related to the conversion right of the vendor loan of EUR 4.4m which is payable at Settlement. The additional payment to Pon is equal to the amount that would have been payable to Pon under the Offer had Pon exercised its conversion right in connection with a change of control and subsequently tendered its Shares.

(iii) consortium aims to secure continued leadership for Royal Reesink in its existing divisions.

The Offer fits within the strategy of members of the Consortium to invest in mid-sized companies with strong market positions and growth potential.

3.4 Non-Financial Covenants

The Offeror and the Company have agreed certain non-financial covenants set out in this Section 3.4 (*Non-Financial Covenants*) (the "**Non-Financial Covenants**"):

3.4.1 *Business Strategy*

(i) The Offeror shall support and respect the Company's business strategy of driving (i) organic growth and (ii) growth through acquisitions (the "**Business Strategy**"), as described in the Company's consolidated annual report 2014 and the Company's presentation "Introduction and strategic plan Royal Reesink" dated October 2015, towards being an essential link in the distribution chain firstly by translating market feedback into innovative and sustainable solutions for the Group's suppliers and manufacturers and by supporting dealers and customers in the operation of their businesses.

(ii) The realisation of the Business Strategy includes:

Organic growth

(A) the expansion into other regions or countries, entering emerging markets and adjoining markets by expanding the Group's product range;

(B) the roll-out of existing operations into different regions or countries;

(C) the organic growth through synergies, cross-selling, cross-rental and dealer participations in full-line dealers and the development of innovative solutions and concepts with a sustainable character;

(D) the further strengthening of the Group's position as preferred partner to key original equipment manufacturers;

(E) the strengthening of the current portfolio of product-, market-, and technology positions;

(F) the organisation of funding options for customers in cooperation with leasing companies, as an alternative to the customers' traditional funding options;

(G) the preservation and development of in-house knowledge of the Group's markets, products and customers, by offering employees career guidance and various targeted training opportunities; and

Buy and build growth

(H) the expansion into other regions or countries, entering emerging markets and adjoining markets through acquisitions.

(iii) The Offeror confirms, and shall use reasonable efforts to procure, that:

(A) the business of the Group shall be maintained substantially intact, taking into account the realisation of the Business Strategy;

(B) no substantial part of the Group's business shall be sold or transferred (whether directly or indirectly, whether by a sale or transfer of shares or assets or otherwise, whether in a single transaction or a series of related transactions) to any person if such sales or transfers result in an aggregate reduction of consolidated annual revenue of the Group of more than 10% (ten per cent), calculated on the basis of the latest

adopted consolidated annual accounts for the Group at the time of such sale or transfer;

(C) the Group will keep its freedom to do business with (new) original equipment manufacturers that fit within its Business Strategy;

(D) the major brand and product names of the Group in all relevant markets and the Company's Affiliates names shall remain unchanged; and

(E) Reesink Green Equipment will remain subdivided into separate departments using Chinese walls.

(iv) Financial support for organic and buy and build growth

(A) As part of its support for the buy and build part of the Business Strategy, the Offeror shall allow the Group to invest in the divisions and these divisions may, apart from improvements and/or investments in the existing businesses, be further strengthened through acquisitions.

(B) The Offeror acknowledges that the Group is likely also to require additional capital in order to pursue add-on acquisitions as part of its buy and build strategy. The Offeror intends to make additional equity capital available, and confirms that it will have sufficient equity financing capacity in such case, in order to finance such add-on acquisitions through a balanced combination of debt and equity financing.

(C) The Group's free cash flow shall, with due consideration to the terms and conditions of the Group's debt arrangements from time to time, be made available for reinvestment to finance the Group's business and strategy.

(D) Any pursuit of organic growth or acquisitions (including financing thereof) as described in this Section 3.4 (*Non-Financial Covenants*) shall be subject to the Group's applicable approval policies and (financial) parameters as applicable from time to time.

3.4.2 *Governance*

(i) The Offeror confirms that, and shall use reasonable efforts to procure that:

(A) save as otherwise contemplated by the Merger Agreement and this Offer Memorandum, the Company will remain a separate legal entity and organisation and will maintain the applicable large company regime (*structuurregime*). The Company will remain the holding company of the Company's subsidiaries and operations from time to time;

(B) the Group will continue to have its own operating and reporting structure;

(C) the Management Board remains in charge of managing the holding company of the Group, its subsidiaries and its businesses;

(D) the Group is allowed to maintain its corporate identity and culture, and the corporate name of the holding company of the Group will continue to include the name "Reesink"; and the Company shall use reasonable efforts to obtain permission for continuing to use "Royal" or "Koninklijke" in its corporate name (acknowledging that neither Offeror nor Company has control over the Company continuing to entitled to use "Royal" or "Koninklijke" in its corporate name);

(E) the Group's headquarters, central management and its key support functions will remain in the region of Apeldoorn, the Netherlands;

(F) the Offeror shall respect the arrangements of Section 3.4.10 (*Compliance with non-financial covenants*), 3.5.2 (*Composition Supervisory Board*) and Section 3.5.3 (*Dutch Corporate Governance Code*).

3.4.3 *Financing and distributions*

(i) The Offeror shall procure that the Group shall remain prudently financed to safeguard the continuity of the business and to continue the Business Strategy.

(ii) For the purpose of assessing whether the Group is 'prudently financed' in accordance with Section 3.4.3(i) above:

(A) the Group's ability to (i) maintain headroom under its debt financing arrangements to make end-of-year investments in equipment, and (ii) position the Company as a credible guarantor of its Affiliate's obligations to equipment suppliers, shall be duly taken into account; and

(B) the Group shall not enter into new or agree changes to existing, debt financing arrangements as a result of which the leverage ratio of the Group, including indebtedness incurred and/or guaranteed by, and/or secured against assets of, any member of the Group, exceeds 4.2x normalised LTM EBITDA immediately following draw down of such debt financing arrangements. For this purpose, the "leverage ratio" and "normalised LTM EBITDA" shall be calculated consistently with the Debt Financing (as defined below) taking into account both amounts borrowed by the Group and amounts borrowed by the Offeror pursuant the debt financing arrangements described therein, and/or the debt financing arrangements of the Group from time to time.

(iii) The Offeror and the Company agree that the Company shall not pay any dividend or make any other distributions.

3.4.4 *Minority shareholders*

(i) The Offeror shall procure that following Settlement the Company, and shall use reasonable efforts to procure that a member of the Group, shall not take any of the following actions:

(A) issue additional shares for a cash consideration to any person (other than members of the Group) without offering pre-emption rights to minority shareholders of the Company;

(B) agree to and enter into a related party transaction with any material shareholder of the Company;

(C) agree to and enter into a transaction with any person, other than on terms which are agreed at arm's length;

(D) take any other action which disproportionately prejudices the value of, or the rights relating to the minority's shareholding in the Company; and

(E) neither the Offeror nor any of its Affiliates shall charge the Company any management fees, or holding costs that are not related to the Company, and the Company shall not pay the Offeror or its Affiliates any such fees or costs.

(ii) The Offeror shall not take any action or vote in favour of any resolution which disproportionately prejudices the value of, or the rights relating to the minority's shareholding in the Company.

(iii) The Sections 3.4.3(iii) and 3.4.4 are subject to and without prejudice to the transactions contemplated by the Merger Agreement and this Offer Memorandum and the terms and conditions of the Group's debt financing arrangements from time to time.

3.4.5 *Employees*

(i) The Offeror shall procure that:

(A) the existing arrangements with the relevant works council of the Group and relevant trade unions that have been disclosed to the Offeror prior to the date of the Merger Agreement shall be respected and not changed unilaterally;

(B) there shall be no reorganisation, restructuring plan or reduction of the number of persons currently employed within the Group as a consequence of the Offer;

(C) the existing rights and benefits of the employees of the Group shall be respected, including existing rights and benefits under employment agreements, incentive plans, collective labour agreements, social plans, and including existing rights and benefits under existing covenants made to the relevant works council of the Group and trade unions;

(D) pension rights of current and former employees of the Group shall be respected; and

(E) the Offeror shall allow the Company to be supportive of training and other plans to facilitate career progression within the Group.

(ii) The Offeror confirms that it placed high value on retention of senior management, people development and training, and shall allow the Company to take measures aimed at retaining senior management and to support opportunities for management and staff of the Company through skill development and international career enhancement.

3.4.6 *Transfer to third parties*

In the event the Offeror, or any member of the Group, sells or transfers (whether directly or indirectly, whether by a sale or transfer of shares or assets or otherwise) the Group or substantially all of the assets of the Group (in a single transaction or a series of related transactions) to any third party, the Offeror shall procure that such third party shall, prior to such sale or transfer enter into non-financial covenants which shall be substantially the same as the non-financial covenants provided in this Section 3.4 (*Non-Financial Covenants*), subject to such non-financial covenants not having expired in accordance with Section 3.4.7 (*Duration*).

3.4.7 *Duration*

The specific covenants set forth in this Section 3.4 (*Non-Financial Covenants*) will expire as follows:

(i) in respect of Section 3.4.4 (*Minority Shareholders*): until the earlier of (A) the date on which none of the Shares are held by any third party other than the Offeror or its Affiliates and (B) the date on which the Enterprise Chamber has determined the price payable by the Offeror to the other Shareholders pursuant to the compulsory acquisition procedure (*uitkoopprocedure*) in accordance with articles 2:92a DCC, 2:201a DCC or 2:359c(6) DCC; and

(ii) in respect of all other Sections of this Section 3.4 (*Non-Financial Covenants*): three (3) years after the Settlement Date.

3.4.8 *Deviation*

Any deviation from the covenants set forth in this Section 3.4 (*Non-Financial Covenants*) is only permitted with the prior approval of the Supervisory Board, including a vote in favour of such approval by at least one (1) Independent Supervisory Board Member (as defined below).

3.4.9 *Benefit and enforcement*

The Offeror's covenants, confirmations and obligations set forth in this Section 3.4 (*Non-Financial Covenants*), are made to the Company as well as, by way of irrevocable third-party undertaking for no consideration (*onherroepelijk derdenbeding om niet*), to each of the Independent Supervisory Board Members, and regardless of whether such Independent Supervisory Board Member is in function or dismissed, provided that after dismissal, the relevant dismissed Independent Supervisory Board Member must assign such benefit of such undertaking to a new Independent Supervisory Board Member in function, unless such dismissal is successfully challenged by such Independent Supervisory Board Member. The Offeror hereby agrees in advance to such assignment. The Company will bear all

costs and expenses relating to the enforcement by any of the Independent Supervisory Board Members pursuant to this Section 3.4.9 (*Benefit and enforcement*).

3.4.10 *Compliance with non-financial covenants*

The Offeror has undertaken to comply with the non-financial covenants described in this Section 3.4 (*Non-Financial Covenants*). The Company may enforce the non-financial covenants against the Offeror, in which enforcement the Company may only be represented by any of the Independent Supervisory Board Members. The Independent Supervisory Board Members do not have the authority to delegate the right to represent the Company in the enforcement of non-financial covenants against the Offeror to any other person.

3.5 Future governance

3.5.1 *Composition Management Board*

As of the date hereof, the Management Board consists of the CEO who shall upon Settlement continue to serve as the sole member of the Management Board and the CFO remains in function following Settlement.

3.5.2 *Composition Supervisory Board*

(i) Each of the Offeror and the Company shall use their respective reasonable best efforts, including through their vote in favour of any agreed (proposal for the) nomination or appointment of any person to the Supervisory Board, their acceptance of any resignation handed in by any member of the Supervisory Board and their vote in favour of any dismissal from the Supervisory Board, to ensure that the Supervisory Board shall be composed as follows following Settlement:

(A) Mr. B.T. Molenaar, Mr. H.A. van Beuningen and Mr. A. Hendrikse who have been nominated for appointment by the Offeror; and

(B) Mr. C.P. Veerman and Ms R.M. Bergkamp will continue as members of the Supervisory Board and, as from the Settlement Date, Mr. C.P. Veerman shall remain chairman of the Supervisory Board.

(ii) Subject to the terms of the Merger Agreement and applicable law, as from Settlement, the Offeror may at its discretion, procure any subsequent appointments and dismissals of Supervisory Board members, provided the Offeror shall ensure that for the later of (i) three (3) years, and (ii) the earlier of (A) the date on which none of the Shares are held by any third party other than the Offeror or its Affiliates and (B) the date on which the Enterprise Chamber has determined the price payable by the Offeror to the other Shareholders pursuant to the compulsory acquisition procedure (*uitkoopprocedure*) in accordance with articles 2:92a DCC, 2:201a DCC or 2:359a DCC:

(A) the Supervisory Board will not exceed five (5) members;

(B) the Supervisory Board will include two (2) independent members (the "**Independent Supervisory Board Members**"), being Mr. C.P. Veerman and Ms R.M. Bergkamp or their successors, whereby 'independent' shall have the meaning as described in the Dutch Corporate Governance Code, except that an Independent Supervisory Board Member shall cease to be an Independent Supervisory Board Member for the purpose of this Offer Memorandum and shall be required to resign from the Supervisory Board as soon as such Independent Supervisory Board Member ceases to be 'independent' within the meaning of the Dutch Corporate Governance Code or, directly or indirectly, acquires any equity or similar interest in the Company;

(C) an Independent Supervisory Board Member can only be appointed by the general meeting of shareholders upon nomination of the Supervisory Board; the resolution of the Supervisory Board to make a nomination for the appointment of an Independent Supervisory Board Member requires the vote in favour of such nomination by the Independent Supervisory Board Members, except (i) in the event that it concerns his

or her own re-appointment, in which case such appointment requires a vote in favour of such appointment by the other Independent Supervisory Board Member, (ii) in the event no Independent Supervisory Board Members are in office or (iii) in the event of a nomination by the Works Council in accordance with this Section 3.5.2(iii); and

(D) at least one of the members of the Supervisory Board from time to time (excluding the Independent Supervisory Board Members) must be a person who is not a director or employee of the Offeror or any of the Offeror's direct or indirect shareholders (other than a personal investment vehicle controlled by such person).

(iii) The Offeror and the Company acknowledge that for as long as the Company applies the large company regime (*structuurregime*) (the undertaking to apply the large company regime under the Non-Financial Covenants will expire three (3) years after the Settlement Date) the Works Council has a reinforced right to recommend (in the case of a Supervisory Board consisting of five (5) members) one individual for nomination as member of the Supervisory Board. In the event that the Works Council wishes to exercise such right while the Independent Supervisory Board Members are in office and the Works Council does not wish to nominate one of the two (2) persons referred to in Section 3.5.2(ii)(B), the Independent Supervisory Board Members shall agree that one of them shall resign from the Supervisory Board (or withdraw as a candidate for appointment) and the person nominated by the Works Council shall upon appointment become his successor Independent Supervisory Board Member.

(iv) The Supervisory Board members who will not become Independent Supervisory Board Members shall (i) resign from their positions as members of the Supervisory Board, by executing and submitting to the Company a resignation letter, such resignations to be conditional upon Settlement taking place and effective as of Settlement, and (ii) confirm that he or she has no claim whatsoever against the Company in respect of loss of office, except with respect to accrued compensation for services rendered to the Company during the relevant financial year.

(v) The Offeror shall exercise any rights that it may have in relation to the Company (whether through its shareholder rights or the rights of its representatives on the Supervisory Board) to ensure that each Supervisory Board member who resigned in accordance with Section 3.5.2(iv) shall:

(A) receive any accrued compensation (as referred to in Section 3.5.2(iv)) from the Company as soon as reasonably practicable after Settlement;

(B) be granted full and final discharge as soon as reasonably practicable after Settlement and, again, at the annual general meeting in 2017; and

(C) shall continue to benefit from D&O insurance cover (whether following renewal of the existing D&O insurance policy or following purchase of run-off cover on terms which are at least equivalent to the D&O insurance policy that was in place at the time of the Merger Agreement) for at least five (5) years following resignation.

(vi) In their position as members of the Supervisory Board, the Independent Supervisory Board Members shall monitor compliance with the Non-Financial Covenants set out in Section 3.4 (*Non-Financial Covenants*).

(vii) The Independent Supervisory Board Members shall have the opportunity to engage at the expense of the Company their own financial and legal advisors if and to the extent they believe that the advice of such advisors is reasonably necessary to assist them in reviewing and assessing matters that come before the Supervisory Board.

(viii) In case of any inconsistencies or discrepancies between the terms of the Merger Agreement on the one hand, and the articles of association of the Company, the Supervisory Board regulations (including committee regulations and the Supervisory Board profile) and the Management Board regulations on the other, the terms of the Merger Agreement shall prevail and the Company shall use reasonable endeavours to amend such articles of association of the Company, Supervisory Board regulations (including committee regulations and the

Supervisory Board profile) and/or Management Board regulations to the extent necessary to avoid any such inconsistencies or discrepancies in the future.

(ix) The Offeror and the Company acknowledge that if supported by an unequivocal opinion of an outside legal counsel that non-deviation would constitute a breach of mandatory law, the Supervisory Board may in the interest of the Company deviate from relevant Non-Financial Covenants without the affirmative vote of at least one Independent Supervisory Board Member, if such deviation – in the reasonable opinion of the Supervisory Board – is mandated by a proper discharge of its fiduciary duties and is required to avoid a breach of mandatory law.

3.5.3 *Dutch Corporate Governance Code*

The Offeror shall, following Settlement and as long as there are minority shareholders in the Company, procure that the Company shall comply with the Dutch Corporate Governance Code to the extent that no deviations are specifically agreed in the Merger Agreement. Notwithstanding the foregoing the Merger Agreement provides for a deviation from the best practice provision III.2.1 of the Dutch Corporate Governance Code, stating that all members of the supervisory board are independent, except for no more than one (1) person.

3.6 General meeting of Royal Reesink

Royal Reesink will hold its annual general meeting on 25 May 2016 at 14:00 hours CEST ("**AGM**") at Rosarium, Amstelpark 1, Amsterdam, the Netherlands. This AGM will also serve as general meeting required to be held in accordance with article 18 paragraph 1 of the Takeover Decree to discuss the Offer.

At the AGM, the holders of Shares, will amongst others be requested to vote on:

(a) the appointment of the persons to be nominated for appointment as members of the Supervisory Board in accordance with Section 3.5.2 (*Composition of the Supervisory Board*); and

(b) the provision of a waiver to the Offeror in respect of the rule described in article 6.1 of the Company's Articles of Association which provides that a legal person may not have or have registered in his name more than 1% (one per cent) of the issued ordinary shares in the capital of the Company (the "**Resolutions**").

The Resolutions will be conditional upon Settlement taking place and will become effective as of the Settlement Date. Each Resolution shall be adopted if a simple majority of the votes cast is in favour of such Resolution.

3.7 Financing of the Offer

The Offeror announced on 8 February 2016 that it has sufficient funds available to complete the Offer, in accordance with article 7, paragraph 4 of the Takeover Decree.

The Offer values 100% (one hundred per cent) of the Company's issued Shares at approximately € 139,600,000 (one hundred thirty-nine million six hundred thousand euro).

The Offeror shall finance the Offer through a combination of shareholder funding made available on behalf of the Offeror and third party debt financing. In this context the Offeror has received binding equity commitment letters from Gilde, Todlin and Navitas, for an aggregate amount of € 109,000,000 (one hundred nine million euro), which are fully committed, subject to customary conditions (the "**Shareholder Financing**"). In addition the Offeror has entered into binding debt commitment papers with ABN AMRO Bank N.V., Commerzbank Aktiengesellschaft, Filiale Luxemburg, ING Bank N.V. and Rabobank (the "**Binding Debt Commitment Documentation**") for facilities in an aggregate amount of € 170,000,000 (one hundred seventy million euro), including an acquisition facility which is fully committed on a "certain funds" basis, subject only to customary conditions (the "**Debt Financing**"). The Offeror has no reason to believe that any such conditions to the Shareholder Financing or the Debt Financing will not be fulfilled on or prior to the Settlement Date.

From the Shareholder Financing and the Debt Financing, the Offeror will be able to fund the acquisition of the Shares under the Offer and the payment of fees and expenses related to the Offer. Under the Binding Debt Commitment Documentation it is envisaged that, following Settlement of the Offer, if this occurs, the Debt

Financing be rolled over into the Group's existing financing facility and that the existing financing facility be amended and restated into an amended financing facility for facilities in an aggregate amount of € 170,000,000 (the "**Amended Financing Facility**"). At such time, the Offeror and the Group will be part of the same group of companies and the Amended Financing Facility will be a group financing under a single facilities agreement.

In addition, the outstanding principal amount of the loan (being € 17,825,000 (seventeen million eight hundred twenty-five thousand euro)) from Pon Onroerend Goed Leusden B.V. ("**Pon**") under the vendor loan agreement dated 16 October 2013 with Royal Reesink and the Share Trust Office together with all accrued and unpaid interest thereon (to be specified on or about the date of the Offer Change of Control, as defined below), will be prepaid by Royal Reesink if the Offer results in a change of control (the "**Offer Change of Control**"). For practical reasons, Pon has agreed with the Company and the Share Trust Office that it will not exercise its conversion right under the loan agreement in the event of an Offer Change of Control. Royal Reesink has agreed that it will, upon the occurrence of an Offer Change of Control, make an additional payment to Pon in an amount equal to the additional amount that would have been payable to Pon under the Offer had Pon exercised its conversion right in connection with such Offer Change of Control and subsequently tendered its Shares. No other payments will be made to Pon or any other party in connection with the vendor loan agreement dated 16 October 2013 between Pon and Royal Reesink and the Share Trust Office. Pon Holdings B.V. will tender its Shares on the same terms and conditions as the other Shareholders.

3.8 Decision-making and Recommendation by the Boards

Since the initial expression of interest from the Offeror, a steering committee consisting of Mr C.P. Veerman, chairman of the Supervisory Board, Mr L. Lievens, member of the Supervisory Board, Mr G. van der Scheer, CEO, Mr G.T.M. Linnenbank, CFO, together with Royal Reesink's financial and legal advisors (the "**Steering Committee**") was formed. Ms R.M. Bergkamp, member of the Supervisory Board, joined the Steering Committee at a later stage. The Boards and the Steering Committee have conducted telephone meetings and in-person meetings on a very frequent basis to discuss and review the intended Offer and the other developments in the process, and discussed the terms of the Offer with the Offeror.

In order to avoid a perception of a conflict of interest, Mr F.L.H. van Delft, member of the Supervisory Board, was upon his request not involved in the deliberations and the decision-making with respect to the intended Offer as he holds an interest of approximately 6% (six per cent) in Royal Reesink through Bibiana Beheer B.V. In order to avoid the perception of a conflict of interest, Mr G. van der Scheer and Mr G.T.M. Linnenbank did not participate in the final discussions of the Steering Committee with the Offeror on the Offer Price, as the Offeror had at that stage initiated discussions regarding participation by management in the Offeror after Settlement of the Offer. The Steering Committee (without their involvement) then finalized the Merger Agreement. Subsequently, Mr G. van der Scheer, following consultation with the chairman of the Supervisory Board, declared that he considered himself able to resolve on resolutions of the Management Board approving the entry into the Merger Agreement and the performance of Royal Reesink's obligations under the Merger Agreement.

After having given due and careful consideration to all aspects of the Offer, including the strategic rationale and the financial and social aspects and consequences of the contemplated transaction, and after having received extensive financial and legal advice, the Management Board and the Supervisory Board have reached the conclusion that, taking into account the current circumstances, the Offer provides a fair price to the holders of Shares and is in the best interests of Royal Reesink, its business, and stakeholders, including employees, customers and suppliers.

Houlihan Lokey Leonardo has issued a fairness opinion to the Boards. Houlihan Lokey Leonardo has opined that the Offer Price is fair, from a financial point of view, to the holders of Shares (the "**Fairness Opinion**").

Taking all these considerations referred to in this Section 3.8 (*Recommendation*) into account, and subject to the terms and conditions of the Merger Agreement, the Management Board and the Supervisory Board fully support and unanimously recommend the Offer to the holders of Shares for acceptance and unanimously recommend the holders of Shares to vote in favour of all Resolutions (the "**Recommendation**").

3.9 Offer Conditions

The Offeror shall declare the Offer unconditional (*het bod gestand doen*) subject to the following conditions precedent (the "**Offer Conditions**") being satisfied or waived in accordance with this Section 3.9 (*Offer Conditions*) on the Acceptance Closing Date or, as the case may be, the Postponed Acceptance Closing Date:

Acceptance Level

(a) the number of:

(i) Tendered Shares;

(ii) Shares directly or indirectly held by the Offeror or committed to the Offeror, but not tendered and subject only to the Offer being declared unconditional; ((i) and (ii) collectively the "**Tendered, Owned and Committed Shares**"),

represent at least 95% (ninety-five per cent.) of the Company's issued share capital (*geplaatst kapitaal*) excluding Shares held by the Company or any of its Subsidiaries for its own account (the "**Acceptance Level**") as at the Acceptance Closing Date or, as the case may be, the Postponed Acceptance Closing Date;

Merger clearance

(b) one of the following events having occurred no later than three (3) Business Days prior to the Acceptance Closing Date, or, as the case may be, the Postponed Acceptance Closing Date:

(i) all mandatory competition approvals or, as applicable, statements of no objections, of domestic and/or international authorities (including but not limited to the Commission of the European Union) (each a "**Competition Authority**") required in connection with the Offer and the intended change of control having been obtained; or

(ii) the expiry, lapsing or termination of all applicable waiting and other time periods (including extensions thereof) under any applicable legislation or regulation;

No MAC

(c) no Material Adverse Change has occurred after the date of signing of the Merger Agreement;

Recommendation

(d) the Boards not having revoked, modified, amended or qualified the Recommendation;

No initial public announcement of a Competing Offer or mandatory offer

(e) no initial public announcement having been made of (i) a Competing Offer (as defined below) or (ii) a mandatory offer pursuant to Article 5:70 Wft;

Protection Trust

(f) the Protection Trust, subject only to the Offer becoming unconditional, having irrevocably and otherwise unconditionally renounced its call option right to acquire any Cum Prefs B in the Company and not having exercised its call option under the Option Agreement;

Restraint orders

(g) no order, stay, judgment or decree having been issued by any court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority and being in effect, or any statute, rule, regulation, governmental order or injunction having been enacted, enforced or deemed applicable to the Offer, any of which restrains, prohibits or delays or is reasonably likely to restrain, prohibit or delay consummation of the Offer in any material respect;

No breach by the Company

(h) the Company not having breached the terms of the Merger Agreement to the extent that any such breach (i) has or could reasonably be expected to have material adverse consequences for the Company, the Offeror or the Offer, and (ii) is incapable of being remedied within ten (10) Business Days after receipt by the Company of a substantiated written notice from the Offeror, or has not been remedied by the Company within ten (10) Business Days after receipt by the Company of a written notice from the Offeror;

No breach by the Offeror

(i) the Offeror not having breached the terms of the Merger Agreement to the extent that any such breach (i) has or could reasonably be expected to have material adverse consequences for the Company, the Offeror or the Offer, and (ii) is incapable of being remedied within ten (10) Business Days after receipt by the Offeror of a substantiated written notice from the Company, or has not been remedied by the Offeror within ten (10) Business Days after receipt by the Offeror of a written notice from the Company;

Irrevocable Undertakings

(j) the Irrevocable Undertakings (as defined below) being in full force and effect and not having been breached, terminated or modified, except as approved by the Offeror;

No termination

(k) the Merger Agreement not having been terminated in accordance with its terms;

No AFM Notification

(l) no notification having been received, and remaining in full force and effect, from the AFM that the Offer has been made in conflict with any of the provisions of chapter 5.5 of the Wft or the Takeover Decree, within the meaning of article 5:80 Wft in which case, pursuant to those rules, securities institutions (*effecteninstellingen*) would not be permitted to cooperate with the execution and completion of the Offer; and

Resolutions

(m) the AGM having adopted the Resolutions and such Resolutions being in full force and effect and not having been revoked, modified, amended or qualified.

Each of the Offer Conditions set out in Sections 3.9(g) (*Restraint orders*) and 3.9(k) (*No termination*) is for the benefit of both the Offeror and the Company and may, to the extent permitted by law, only be waived by the Offeror and the Company jointly in writing.

The Offer Conditions set out in Sections 3.9(c) (*No MAC*), 3.9(d) (*Recommendation*), 3.9(e)(*Competing offer*), 3.9(f) (*Protection Trust*), 3.9(h) (*No breach by the Company*), 3.9(j) (*Irrevocable undertakings*) and 3.9(m) (*Resolutions*) are for the benefit of the Offeror and accordingly the Offeror may, to the extent permitted by law, waive each of these Offer Conditions, either in whole or in part, at any time by giving notice to the Company.

The Offer Condition set out in Section 3.9(a) (*Acceptance Level*) is for the benefit of the Offeror and without any limitation to the Offeror's right to rely on the Offer Condition set out in Section 3.9(a) (*Acceptance Level*), the Offeror may:

(a) following the Acceptance Closing Date, by giving notice to the Company, waive the Acceptance Level to any percentage not less than 80 % (eighty percent) of the Company's issued share capital (*geplaatst kapitaal*) excluding Shares held by the Company of any of its Subsidiaries for its own account as at the Acceptance Closing Date or, as the case may be, the Postponed Acceptance Closing Date;

(b) following the Acceptance Closing Date, after having obtained the prior written approval of the Supervisory Board, by giving notice to the Company, waive the Acceptance Level to a percentage less than 80 % (eighty percent) of the Company's issued share capital (*geplaatst kapitaal*) excluding Shares held by the Company or any of its Subsidiaries for its own account as at the Acceptance Closing Date or, as the case may be, the Postponed Acceptance Closing Date; and

(c) at any time, after having obtained the prior written approval of the Supervisory Board, waive the Offer Condition as set forth in Section 3.9(a) (*Acceptance Level*), in its entirety.

The Offer Condition set out in Section 3.9(b) (*Merger clearance*) is for the benefit of both the Offeror and the Company and may, to the extent permitted by law, only be waived by the Offeror and the Company jointly in writing. The Offer requires merger clearance of the European Commission and the competent competition

authority in Kazakhstan. The Offeror has initiated separate notification processes with the European Commission and the competent competition authority in Kazakhstan.

The Offer Condition in Section 3.9(i) (*No breach by the Offeror*) is for the benefit of the Company and accordingly the Company may, to the extent permitted by law, waive this Offer Condition, either in whole or in part, at any time by giving notice to the Offeror.

The Offer Condition set out in Section 3.9(l) (*No AFM Notification*) cannot be waived.

Each of the Offeror and the Company shall use its best efforts to procure the satisfaction of the Offer Conditions as soon as reasonably practicable.

3.10 Certain arrangements between the Offeror and Royal Reesink

In the Merger Agreement the Company and the Offeror have made several agreements on certain exclusivity arrangements, including how to deal with potential competing offers. For the purposes of this Offer Memorandum, the "**Exclusivity Period**" means the period commencing on the date of the Merger Agreement and ending on the earlier of (i) the date of termination of the Merger Agreement in accordance with Section 3.11 or (ii) the Settlement Date.

3.10.1 *Exclusivity*

(a) Subject to Sections 3.10.1(b), 3.10.2, 3.10.3 and 3.10.4, during the Exclusivity Period, the Company shall, and shall ensure that each of the members of the Group and each of their respective directors, officers, employees, agents, representatives and advisers shall not, directly or indirectly, approach, solicit, provide confidential information to or engage in, negotiations or transactions with, or provide any non-public information relating to the Company or its business or assets or personnel to, or otherwise approach or solicit, encourage, induce or assist any third party with respect to a potential offer or proposal for a potential offer for all, or substantially all of the Shares or for all or substantially all of the businesses or assets and liabilities of the Company, any proposal involving the potential acquisition of a substantial interest in the Company, a legal merger or demerger involving the Company, a reverse takeover of the Company or a reorganisation or re-capitalisation of the Company, or any other transaction, that could result in a change of control (including through a spin-off) of the Company or all or substantially all of the businesses or assets and liabilities of the Company, or otherwise preventing the Offer from being consummated (an "**Alternative Proposal**"), it being understood that a request, following prior consultation with the Offeror, to the AFM to issue a put-up or shut-up request shall not be regarded as a breach by the Company of this Section 3.10.1. The consideration payable in the Alternative Proposal may not consist of any securities that are not publicly traded on a regulated market.

(b) Notwithstanding Section 3.10.1(a), the Company is permitted to respond to unsolicited queries or Alternative Proposals from third parties to obtain clarification with regard to such Alternative Proposals, to explain the restrictions pursuant to the Merger Agreement and to explain its ability to engage with those parties on a Potential Competing Offer, subject to compliance by the Company of Section 3.10.1(d), 3.10.2, 3.10.3 and 3.10.4.

(c) The Company and the members of the Management Board and the Supervisory Board have confirmed that, upon signing of the Merger Agreement, they were not in discussions and/or negotiations with any third party that may lead to an Alternative Proposal or Competing Offer. The Company shall use reasonable efforts to protect any confidential information of the Group under any confidentiality agreements with such third parties.

(d) In the event that the Company or any of its representatives receives a written potential Alternative Proposal, the Company shall notify the Offeror promptly (and in any event within one (1) Business Day from receipt) thereof in writing, including, insofar as the Company is aware of such details, the identity of such third party and its advisers, the proposed consideration and financing thereof, the non-financial covenants and the conditions to the potential Alternative Proposal.

3.10.2 *Potential Competing Offer*

(a) Following receipt of an unsolicited communication from a *bona fide* third party containing an Alternative Proposal, if in the reasonable opinion of the Boards, after having consulted its financial

and legal advisors and considering, among others, level and character of consideration, certainty of financing, conditionality, such Alternative Proposal could reasonably be expected to qualify as or evolve in a Competing Offer as described in Section 3.10.3 (a "**Potential Competing Offer**"), the Company may:

(i) provide confidential information to such third party, but only if (i) the information is reasonably required for such third party to conduct a due diligence investigation for the purpose of the proposed transaction and (ii) such third party has entered into a confidentiality and standstill agreement with the Company on customary terms, provided that the Company shall not provide other information to a third party than it has provided to the Offeror, unless it provides the Offeror with a copy of such information simultaneously with providing such information to such third party;

(ii) for a period of not more than twenty-five (25) Business Days immediately following execution of a confidentiality and standstill agreement described above (the "**Potential Competing Offer Period**"), consider such Potential Competing Offer and engage in negotiations regarding such Potential Competing Offer, provided that during the Potential Competing Offer Period the Company shall continue to cooperate with the Offeror in accordance with the terms of the Merger Agreement; and

(iii) make public announcements in relation to a Potential Competing Offer to the extent required under the Takeover Rules.

(b) Before the end of the Potential Competing Offer Period, the Company must either give written notice to the Offeror that by then:

(i) the Potential Competing Offer has been determined by the Boards to constitute a Competing Offer, in which case the Company shall immediately initiate the steps set out in Section 3.10.4 (*Revised Offer*); or

(ii) the Potential Competing Offer has not been determined by the Boards to constitute a Competing Offer in accordance with Section 3.10.3 (*Competing Offer*), in which case the Company must promptly confirm to the Offeror that (i) it continues to support the Offer, (ii) the Boards will continue to support the Offer as contemplated herein and (iii) it has terminated discussions or negotiations regarding that Potential Competing Offer from such third party, it being understood that these confirmations by the Company shall be made public if the relevant Potential Competing Offer has also been communicated in public.

3.10.3 *Competing Offer*

(a) For the purpose of this Section, a "**Competing Offer**" is a written proposal by a *bona fide* third party, which qualifies as a Potential Competing Offer, which is in the reasonable opinion of the Boards, on balance, after having consulted its financial and legal advisors and considering, among others, level and character of consideration, certainty of financing, conditionality, track record of the bidder, integrity of the business and position of employees a more beneficial offer than the Offer as contemplated in this Offer Memorandum, and of which the consideration exceeds the original consideration which was included in the Announcement (excluding, for the avoidance of doubt, any increases pursuant to any Matching Revised Offers), if fully in cash, by 7.5% (seven and a half per cent) or more. To the extent that the Potential Competing Offer is an offer for all or substantially all of the assets of the Company, or is an intention to enter into, a transaction, whether through a legal merger, spin-off, asset sale, capital injection, offer to purchase or otherwise, that may result in a change of control over all or substantially all of the assets of the Group, the calculation shall be made on the basis of the net proceeds to be distributed to the Company's shareholders resulting from such a transaction calculated on a per Share basis.

(b) If the consideration payable to the Shareholders in connection with a Competing Offer comprises solely or partly of securities, the securities component of such consideration is to be valued by the Boards in their calculation of whether the threshold in Section 3.10.3(a) is exceeded, at prevailing market prices and practices, as at the date that the comparison is made, after obtaining advice from its financial advisors. To the extent that the Competing Offer is an offer for all or substantially all of the assets of the Company and its Group, the calculation will be made on the basis of the net proceeds

(excluding dividend withholding tax) to be distributed to the Shareholders resulting from such a transaction calculated on a per Share basis.

3.10.4 *Revised Offer*

(a) If a third party makes a Competing Offer:

(i) the Company shall promptly notify the Offeror of such event and shall provide reasonable details on the Competing Offer, insofar as the Company is aware of such details, to the Offeror (the "**Competing Offer Notice**");

(ii) the Offeror shall have a period of three (3) Business Days following the Competing Offer Notice (the "**Matching Right Period**") to decide whether or not it wants to revise its Offer and/or match the Competing Offer (the "**Matching Right**"). During the Matching Right Period, the Company will continue to cooperate with and support the Offer and the Transactions in accordance with the terms and conditions of the Merger Agreement;

(iii) if the Offeror exercises its Matching Right and its revised Offer is determined by the Boards, having consulted their financial and legal advisors and acting in good faith, to be, on balance, at least equally beneficial to the Company and its stakeholders as the Competing Offer (a "**Matching Revised Offer**"), the Company shall not be entitled to accept the Competing Offer and/or to terminate the Merger Agreement, both parties shall continue to be bound by the Merger Agreement and the Offeror may require the Boards to reaffirm their Recommendation; and

(iv) if the Offeror has not made a Matching Revised Offer or if the Offeror has informed the Company that it does not wish to exercise its Matching Right, the Company shall be entitled to accept the Competing Offer and the Boards shall have the right, but shall not be obliged, to withdraw or, as applicable, modify the Recommendation and the Position Statement. Each Party shall then be entitled, but shall not be obliged, to terminate the Merger Agreement.

(b) This Section 3.10.4 will apply *mutatis mutandis* to any consecutive Competing Offer.

3.11 Termination of the Merger Agreement

(a) The Merger Agreement terminates immediately:

(i) by mutual written consent of the Offeror and the Company;

(ii) by notice given by a party (the "**Terminating Party**") to the other party thereto if any of the Offer Conditions for the benefit of the Terminating Party have not been satisfied or waived by the Terminating Party on the Acceptance Closing Date or if it is apparent that such Offer Conditions cannot be satisfied and will not be waived by the Terminating Party before such date (provided that the right to terminate the Merger Agreement pursuant to this sub-clause is not available to the party whose failure to fulfil any obligation under the Merger Agreement has caused or contributed to the Offer not being declared unconditional (*gestand gedaan*) on or before such date);

(iii) by notice given by the Terminating Party to the other party pursuant to Section 3.10.4(a)(iv) or by notice given by the Terminating Party to the other Party if Settlement has not occurred on or before 30 September 2016, provided that the Offeror may not give such notice if Settlement has not occurred on or before 30 September 2016 as a result of the Offeror electing to extend the Acceptance Period; or

(iv) by notice given by the Terminating Party (including details available to it to substantiate the breach) to the other party in the event of a breach of the Merger Agreement by the other party (the "**Defaulting Party**") which breach has or is expected to have a material adverse effect on the Offer or the Company (a "**Material Breach**"), provided that such Material Breach (i) has not been waived by the non-defaulting party or (ii) has not been remedied by the Defaulting Party within five (5) Business Days after the Defaulting Party has obtained actual knowledge of such Material Breach.

3.12 Termination fee

If the Merger Agreement is terminated by the Offeror (i) pursuant to Section 3.11(a)(iii) following announcement of a Competing Offer, or (ii) pursuant to Section 3.11(a)(iv) in respect of a Material Breach by the Company in connection with the Management Board and/or Supervisory Board recommendation, the Company shall pay (without any deduction, suspension or set off of any kind) the Offeror within two (2) Business Days after having received written notice from the Offeror an amount of € 2,000,000 (two million euro) (the "**Termination Fee**").

3.13 Irrevocable Undertakings

Certain major holders of Shares, namely Bibiana Beheer B.V. (which is controlled by Mr F.L.H. van Delft, member of the Supervisory Board), Decico B.V., Delta Lloyd Deelnemingenfonds N.V., Pon Holdings B.V. and Project Holland Deelnemingen B.V., and also the managers Mr. G. van der Scheer (CEO), Mr. G.T.M. Linnenbank (CFO) and Mr. B. Kemp, have irrevocably undertaken, in each case subject to customary conditions, to accept the Offer and to tender all Shares held by them as per the Acceptance Closing Date (as defined below) and to vote in favour of the Resolutions. These irrevocable undertakings (the "**Irrevocable Undertakings**") together represent approximately 55.9% (fifty-five and nine tenth per cent) of all issued and outstanding Shares, for the avoidance of doubt excluding Shares held by Royal Reesink and its Subsidiaries (as defined below).

The parties who entered into the Irrevocable Undertakings have not received any information in connection with the Offer that is not included in this Offer Memorandum or published prior to this Offer Memorandum having been made generally available, and they will tender their Shares on the same terms and conditions as the other Shareholders.

Taking into account Shares held by Todlin and Navitas, 73.3% (seventy-three and three tenth per cent) of the Shares, for the avoidance of doubt excluding Shares held by Royal Reesink and its Subsidiaries, have been committed to the Offer.

3.14 Post-Closing Restructuring Measures

Shareholders who do not intend to tender their Shares under the Offer should carefully review this Section 3.14 (*Post-Closing Restructuring Measures*), including Section 3.14.4 (*Other Post-Closing Restructuring Measures*) and Section 3.15 (*Consequences of the Offer*), which describe certain risks they will be subject to if they elect not to accept the Offer and certain measures the Offeror may take to achieve its goal of obtaining 100% (one hundred per cent) of the Shares. These risks are in addition to the risks associated with holding securities issued by the Company generally, such as the exposure to risks related to the business of the Company and its subsidiaries, the markets in which the Group operates, as well as economic trends affecting such markets generally as such business, markets or trends may change from time to time.

The Offeror seeks to acquire 100% (one hundred per cent) of the Shares and/or the business and operations of the Company, through the Offer, a subsequent squeeze-out procedure (if, following the Settlement Date, the Offeror and its Affiliates, alone or together with the Company, hold at least 95% (ninety-five per cent) of the Shares) or other subsequent restructuring steps (if, following the Settlement Date, the Offeror and its Affiliates, alone or together with the Company, hold less than 95% (ninety-five per cent) of the Shares). These steps are likely to have significant consequences for Shareholders who do not tender their Shares under the Offer, including the possibility of a substantial delay in the receipt by them of their proceeds. No decision in respect of pursuing such other subsequent restructuring steps as set out in this Section 3.14 (*Post-Closing Restructuring Measures*) has been taken by the Offeror and no such decision is envisaged to be taken prior to the Offer being declared unconditional.

3.14.1 *Importance of 100% ownership*

Taking account of the strategic rationale of the Offer as set forth in Section 3.3 (*Rationale of the Offer*), the Company has acknowledged the importance to the Company, the Group and the Offeror for the Offeror to acquire 100% (one hundred per cent) of the Shares or the Company's assets and operations. This importance is based, *inter alia*, on:

(i) the fact that having a single shareholder and operating without a public listing increases the Group's ability to achieve the goals and implement the actions of its strategy;

(ii) the ability of the Company and the Offeror to terminate the listing of the Shares from Euronext Amsterdam; and

(iii) to achieve an efficient capital structure (both from a tax and financing perspective, including the ability to form a fiscal unity between the Offeror and the Company).

3.14.2 *Squeeze-Out Procedures*

It is the intention of the Offeror to acquire ultimately 100% (one hundred per cent) of the Shares, including through the acquisition of all Depositary Receipts for cancellation in consideration for the transfer of the underlying shares in the capital of Royal Reesink. If, following the Settlement Date, the Offeror and its Affiliates, alone or together with the Company, hold at least 95% (ninety-five per cent) of the Shares, the Offeror shall commence a compulsory acquisition procedure (*uitkoopprocedure*) in accordance with article 2:92a DCC, article 2:201a DCC or the takeover buy-out procedure in accordance with article 2:359c DCC to buy out the holders of Depositary Receipts and Registered Shares that are not yet held by the Offeror and its Affiliates. The Company has agreed to provide the Offeror with any assistance as may be reasonably required in connection with such procedures.

3.14.3 *Asset Sale and Liquidation*

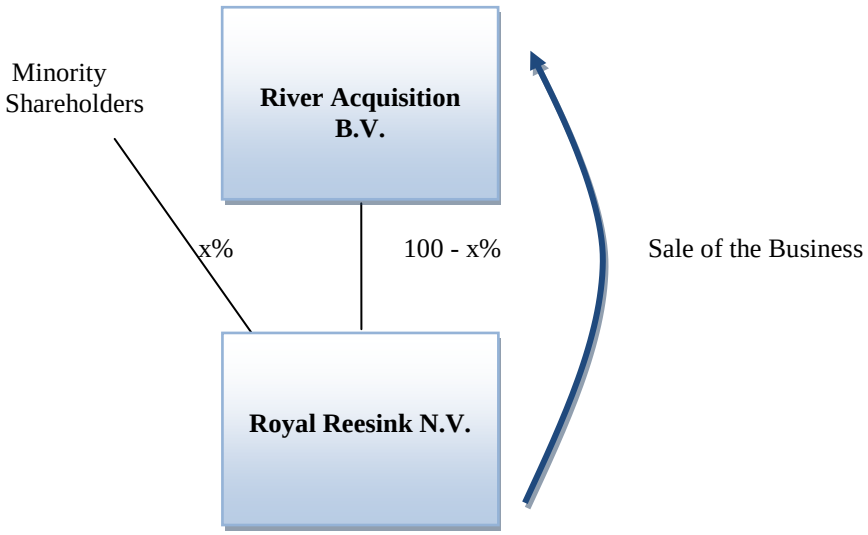
In the event that the Offeror (i) has declared the Offer unconditional and (ii) has not, together with its Affiliates, acquired 95% (nine-five per cent) or more of the Shares after expiration of the Acceptance Period or, if any, the Post Acceptance Period the Offeror is likely to effect, or cause to effect, a restructuring taking account of the strategic rationale of the Offer as set forth in Section 3.3 (*Rationale of the Offer*) and the importance to the Company, the Group and the Offeror for the Offeror to acquire 100% (one hundred per cent) of the Shares or the Company's assets and operations as set forth in Section 3.14.1.

The most likely Post-Closing Restructuring Measure (as defined below) is the sale by Royal Reesink of its entire business (consisting of all assets and liabilities of Royal Reesink) (the "**Business**") to the Offeror or an Affiliate of the Offeror and subsequent liquidation of Royal Reesink (the "**Asset Sale and Liquidation**"). However, the Offeror may also elect to not or only partly pursue the Asset Sale and Liquidation and/or pursue one or more other alternative post-closing restructuring measures referred to in Section 3.14.4 (*Other Post-Closing Restructuring Measures*), whether or not in conjunction with the Asset Sale and Liquidation (or a part thereof).

The Asset Sale and Liquidation would require the approval of the general meeting of Shareholders of Royal Reesink and the approval of the Boards, with the affirmative vote of at least one of the Independent Supervisory Board Members.

In principle, the Asset Sale and Liquidation would consist, in summary, of the following main terms:

(i) The Company would sell and transfer and the Offeror or its Affiliates would purchase and acquire the Business.



(ii) The aggregate purchase price for the Business (the "**Purchase Price**") would be an amount equal to the Offer Price per Share calculated in accordance with the terms and conditions of this Offer Memorandum, including but not limited to Section 3.15.8 (*Dividend Policy*) (for the purposes of this Section 3.14.3 (*Asset Sale and Liquidation*), the 'Offer Price') multiplied by the total number of Shares issued at the time the Offeror declares the Offer unconditional (*gestanddoening*).

(iii) It is envisaged that the Asset Sale and Liquidation would only be completed if it is possible to complete it in full. That being said, the sale and transfer of some parts of the Business may be subject to certain rights of third parties. To avoid or limit harmful delays in the transfer of the Business, it is envisaged that, if and when so requested by the Offeror in respect of certain assets or liabilities to be specified by the Offeror, the Company would transfer and the Offeror would accept the transfer of specific parts of the Business in separate steps (each a "**Partial Transfer**").

(iv) In the event of a Partial Transfer, the Offeror would owe the Company a portion of the Total Purchase Price to the Company equal to value of the relevant part(s) of the Group's business, which value shall be determined and allocated to such Partial Transfer by the Offeror and the Company in good faith on the basis of the same metrics as those used for establishing the Offer Price (each such amount being a "**Partial Purchase Price**"). The determination and allocation of the Partial Purchase Price to specific parts of the Business would be subject to the approval of at least one Independent Supervisory Board Member.

(v) The Purchase Price or each Partial Purchase Price (as applicable) would be payable or satisfied on the date of transfer of the Business or part of the Business ("**Completion**") as follows:

(A) an amount equal to the Purchase Price or Partial Purchase Price (as applicable) multiplied by the total number of Shares issued immediately prior to Completion and held by the Offeror or any of its Affiliates (such amount, the "**Offeror Cash Amount**"), to be satisfied by the Offeror's execution and delivery of a loan note to the Company in an aggregate principal amount equal to the Offeror Cash Amount (the "**Receivable**"); and

(B) an amount in cash equal to the Purchase Price or Partial Purchase Price (as applicable) multiplied by the total number of Shares issued immediately prior to Completion and held by Shareholders other than the Offeror or any of its Affiliates (such Shareholders, the "**Minority Shareholders**" and such amount, the "**Aggregate Minority Cash Amount**"), which would be paid or satisfied as follows:

(1) to avoid the Offeror having to pay cash for cash available within the Company to which the Offeror will be entitled as a result of the transfer of the Business or the relevant part of the Business (as applicable), a portion of the Aggregate Minority Cash Amount equal to the amount of available unrestricted cash of the Company as set forth on the Company's balance sheet immediately prior to Completion (the "**Net Cash Amount**"), if any, by way of set-off against the Company's obligation to deliver the Net Cash Amount to the Offeror at Completion as part of the Business or the relevant part of the Business (as applicable); and

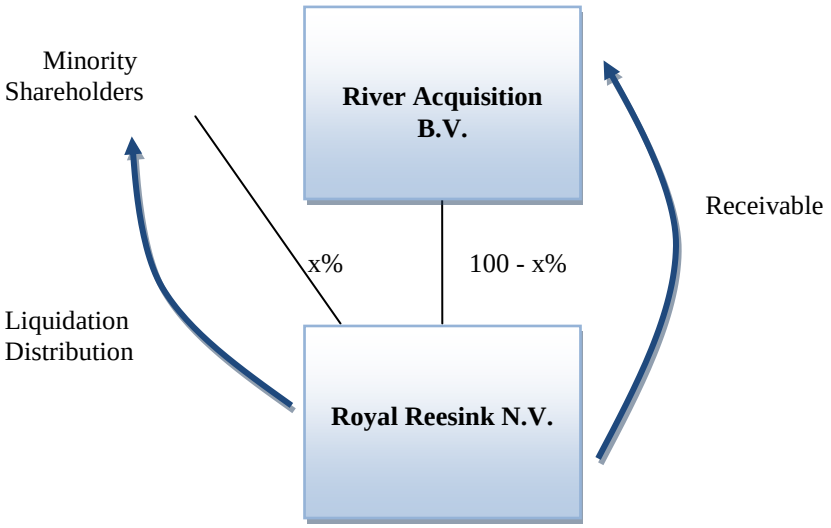
(2) the remainder of the Aggregate Minority Cash Amount, if any, in cash by the Offeror or any of its Affiliates.

If and to the extent the Net Cash Amount exceeds the Aggregate Minority Cash Amount (the "**Excess Cash**"), the Company would transfer the Excess Cash to the Offeror as part of the transfer of the Business or the relevant part of the Business (as applicable).

(vi) Any liabilities that are part of the Business and that cannot be transferred, would remain with the Company, and would increase the Purchase Price by an amount equal to the cash amount needed to satisfy those liabilities.

(vii) In consideration for the transfer of the Business, the Offeror would procure, if necessary by making adjustments to the Purchase Price, that the Purchase Price shall be sufficient to pay to the Shareholders, for each issued Share held by each such Shareholder, an amount of cash that is equal to the Offer Price, without interest and subject to the deduction and withholding of dividend withholding tax or other taxes, if any.

(viii) Except for such amounts as the Company may determine need to be retained to pay for future costs and other liabilities, the Company would undertake to distribute the proceeds of an asset sale (whether in respect of the entire Business or part of the Business) to its Shareholders as soon as possible after Completion by way of an interim dividend, whereby each Shareholder may opt for either (i) a distribution in cash or (ii) a distribution of a share in the Receivable or Receivables acquired by the Company from time to time, it being understood that the Offeror would elect the Receivable or Receivables (such distributions collectively, the "**Liquidation Distributions**" and each a "**Liquidation Distribution**").



(ix) To the extent that a Liquidation Distribution is subject to withholding or similar taxes, the Company would withhold the required amounts from the Liquidation Distribution and remit such amounts to the Dutch Tax Authorities as required by the relevant tax laws. The Liquidation Distribution is subject to Dutch withholding tax to the extent it exceeds the average paid-in capital (*gestort kapitaal*) recognized for Dutch dividend withholding tax purposes.

(x) The Company would, as promptly as practicable following the Completion of the sale and transfer of the entire Business or the last part of the Business (as applicable) and subsequent Liquidation Distribution, with the assistance of the Offeror, wind up its affairs, satisfy all valid claims of creditors and others having claims against the Company and effectuate liquidation, all in full compliance with applicable laws.

In the event the Offeror elects to pursue the Asset Sale and Liquidation, the terms and/or the structure of the Asset Sale and Liquidation may differ, in whole or in part, from the main terms set out in this Section 3.14.3 (*Asset Sale and Liquidation*). The Asset Sale and Liquidation may be combined with (elements of) one or more other Post-Closing Restructuring Measures set out in Section 3.14.4 (*Other Post-Closing Restructuring Measures*), such as a statutory legal demerger (*juridische splitsing*) of the Company. The Offeror may also decide that the Asset Sale and Liquidation shall not be pursued at all and pursue one or more of such other Post-Closing Restructuring Measures instead.

3.14.4 Other Post-Closing Restructuring Measures

The Company has acknowledged that, subject to the relevant corporate and regulatory approvals required under the applicable law, the Offeror shall be entitled to pursue to effect or cause to effect any other restructuring of the Group, including the Asset Sale and Liquidation as described in Section 3.14.3 (*Asset Sale and Liquidation*) and excluding the squeeze-out procedures as described in Section 3.14.2 (*Squeeze-Out Procedure*) (each a "**Post-Closing Restructuring Measure**") for the purpose of achieving the objectives as described in Section 3.14.1 (*Importance of 100% ownership*) and an optimal operational, legal, financial and/or fiscal structure in accordance with the Takeover Rules and Dutch law in general, some of which may have the (side) effect of diluting the interest of any remaining minority shareholders of the Company, including:

(i) a statutory cross-border or domestic (bilateral or triangular) legal merger (*juridische (driehoeks-)fusie*) in accordance with article 2:309 et seq DCC between the Company, the Offeror and/or one or more Affiliates of the Offeror;

(ii) a subsequent public offer for any Depositary Receipts or Registered Shares held by minority shareholders;

(iii) a statutory legal demerger (*juridische splitsing*) of the Company in accordance with article 2:334a et seq DCC;

(iv) a contribution of assets or a contribution of assets and cash by the Offeror or by any Affiliate of the Offeror in exchange for new shares issued in the Company's share capital in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of the Company's minority shareholders may be excluded, on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor;

(v) a sale of all, substantially all, or a substantial part of the assets of the Company, which may or may not be followed by a distribution of proceeds to the shareholders of the Company, all in accordance with applicable laws and the Articles of Association and all on an arm's length basis;

(vi) a distribution of proceeds, cash and/or assets to the shareholders of the Company;

(vii) a sale and transfer of assets and liabilities by the Offeror or any of its Affiliates to any member of the Group on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor, or a sale and transfer of assets and liabilities by any member of the Group to any member of the Offeror's Group on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor;

(viii) the conversion of the Company into a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*);

(ix) any combination of the foregoing; or

(x) any transactions, restructurings, share issues, procedures and/or proceedings in relation to the Company and/or one or more of its Affiliates required to effect the afore-mentioned objective.

When deliberating and resolving on any possible Post-Closing Restructuring Measure, due consideration will be given to the requirements of the applicable law, including the fiduciary duties of members of the Boards at that time to consider the interests of minority shareholders and all other stakeholders, and relevant employee representative bodies information and/or consultation requirements.

The implementation of any measures described in Section 3.14 (*Post-Closing Restructuring Measures*), will be subject to the approval of the Supervisory Board, including the affirmative vote of at least one (1) of the Independent Supervisory Board Members, other than to the extent such measure is (i) a rights issue or any other share issue where they have been offered a reasonable opportunity to subscribe pro rata to their then existing shareholding (ii) a compulsory acquisition procedure (*uitkoopprocedure*) in accordance with article 2:92a DCC, article 2:201a DCC or the takeover buy-out procedure in accordance with article 2:359c DCC.

Each Independent Supervisory Board Member shall have the opportunity to engage for the account of the Company his or her own financial and legal advisors if and to the extent he or she believes that the advice of such advisors is reasonably necessary to assist him or her in reviewing and assessing matters that come before him or her.

3.15 Consequences of the Offer

Shareholders who do not tender their Shares under the Offer should carefully review this Section 3.15 *Consequences of the Offer*), which describes certain risks they will be subject to if they elect not to accept the Offer. These risks are in addition to the risks associated with holding securities issued by Royal Reesink generally, such as the exposure to risks related to the business of the Royal Reesink Group, the markets in which the Royal Reesink Group operates, as well as economic trends affecting such markets generally as such business, markets or trends may change from time to time. The following is a summary of the key additional risks.

3.15.1 *De-listing*

As soon as possible after Settlement, if this occurs, the Offeror and the Company shall seek to procure the delisting of the Depositary Receipts from Euronext Amsterdam and termination of the listing agreement between the Company and Euronext Amsterdam in relation to the listing of the Depositary Receipts.

3.15.2 *Liquidity of the Depositary Receipts*

The purchase of Depositary Receipts by the Offeror pursuant to the Offer, among other things, will reduce the number of holders of Depositary Receipts and the number of Depositary Receipts that might otherwise trade publicly and thus adversely affect the liquidity of the Depositary Receipts not tendered.

In accordance with Euronext Amsterdam Notice 2004-041, Euronext Amsterdam, in general, permits a delisting in the case of a public offer if such public offer for all relevant depositary receipts of shares is declared unconditional, giving the bidder at least 95% (ninety-five per cent) of such depositary receipts of shares. Should the Offeror decide to terminate the listing of the Company, such termination will further adversely affect the liquidity of any Depositary Receipts not tendered.

In addition, the Offeror may initiate any of the procedures as set out in Section 3.14.3 (*Other Post-Closing Restructuring Measures*), including procedures which would result in the termination of the listing of the Depositary Receipts (including Depositary Receipts not being tendered).

3.15.3 *Reduced governance rights*

In the event that the Company or its successor entity will no longer be listed and its Depositary Receipts will no longer be publicly traded, the statutory provisions applicable to the governance of public or listed companies will no longer apply and the rights of minority shareholders will be limited to the statutory minimum.

3.15.4 *Controlling Shareholder*

Following the Settlement Date, the Company may be in majority controlled by the Offeror and the Offeror may, subject to Section 3.5 (*Future governance*) appoint and/or procure the appointment of certain members to the Boards.

3.15.5 *Other measures*

Subject to the terms and conditions of the Merger Agreement and this Offer Memorandum, the Offeror reserves the right to submit proposals to the Shareholders in order to change the corporate structure and the capital structure of the Company and/or achieve an optimal financial or other structuring, including amendments to the Company's Articles of Association, a debt push-down (*inter alia* by means of an upstream loan or interim dividends) and changes in the accounting policies applied by the Group, all in accordance with Dutch law and the Company's Articles of Association.

3.15.6 *Debt push-down*

If the Offeror acquires less than 95% (ninety-five per cent) of the issued and outstanding share capital in the Company, excluding Shares held by the Company and its Subsidiaries, pursuant to the Offer, the Offeror may push down all or part of the Debt Financing that will be drawn down by the Offeror (being up to € 37,125,000 (thirty-seven million one hundred twenty-five thousand euro)) to members of the Group, either by way of set-off against the distribution of the Company's freely distributable reserves or by way of an upstream loan by members of the Group to the Offeror. If a debt push down is effected by way of distribution of the Company's freely distributable reserves, the minority shareholders will receive a pro rata part of the freely distributable reserves that are being extracted from the Company in dividends. However, if a debt push down is effected by way of an upstream loan by members of the Group to the Offeror, the minority shareholders may be prejudiced due to a lower amount of freely distributable reserves of the Company that can be distributed to shareholders (for example, as dividend).

3.15.7 *Debt service*

If the Debt Financing is rolled over into the Group's existing financing facility and the existing financing facility is amended into the Amended Financing Facility (as set out in Section 3.7 (*Financing of the Offer*)), the Offeror and the members of the Group are likely to dedicate more of their cash flow from operations to service the Group's debt under the Amended Financing Facility or to fund (whether by way of upstream loans from members of the Group or dividend from the Company) the service by the Offeror of the Offeror's debt (to the extent not pushed down into the Group) under the Amended Financing Facility, as the aggregate amount under the Amended Financing Facility will exceed the Group's currently drawn debt financing facilities. This could adversely affect the value of the Shares and the Group's business, results of operations, financial condition and prospects. If service of the Offeror's debt is funded by way of dividends from the Company, the minority shareholders will receive a pro rata part of the freely distributable reserves that are being extracted from the Company in dividends. However, if service of the Offeror's debt is funded by way of an upstream loan by members of the Group to the Offeror, the minority shareholders may be prejudiced due to a lower amount of freely distributable reserves of the Company that can be distributed to shareholders (for example, as dividend).

3.15.8 *Dividend policy*

The Shareholders should be aware that the Company may or may not pay cash dividends in the future. Future dividends may be of a one off nature only and the amount of any dividends will depend on a number of factors associated with the Offeror's tax and financial preferences from time to time. Any distribution made in respect of the Shares after the Settlement Date will be deducted for the purpose of establishing the value per Share in any statutory merger, takeover buy-out procedure, squeeze-out procedure or other measure contemplated by Sections 3.14.3 (*Asset Sale and Liquidation*) and 3.14.4 (*Other Post-Closing Restructuring Measures*).

3.15.9 *Tax treatment of distributions*

The Offeror has no insight into and no responsibility with respect to the tax treatment of Shareholders with respect to any distributions made by the Company or any successor entity to the Company, which may include dividends, repayments of capital and liquidation distributions. In the event that there is a sale of all, substantially all, or part of the assets of the Company, followed by a liquidation and a distribution of the sale proceeds, this may raise specific tax issues for Shareholders, including without limitation a liability to Dutch dividend withholding tax. To the extent Dutch dividend withholding tax is not fully creditable against the mainstream tax liability of the Shareholders, the after-tax return may be significantly lower than the return would have been had the Shares been offered to Offeror. In addition, a sale of all, substantially all, or part of the assets of the Company may raise other specific tax issues for the Company, any member of the Group and/or Shareholders, as a result of which the after-tax return received by Shareholders may be significantly lower than the return would have been, had such Shareholder tendered Shares held by it in the Offer.

3.15.10 *Tax treatment of other Post-Closing Restructuring Measures*

Other Post-Closing Restructuring Measures could also raise specific tax issues for Shareholders as a result of which the after-tax return may be significantly lower than the return would have been had the Shares been offered to Offeror.

3.16 Employee consultation

The secretariat of the Social Economic Council (*Sociaal Economische Raad*) and the relevant trade unions have been informed in writing of the Offer in accordance with the Rules relating to Mergers of the Social and Economic Council (*SER-besluit Fusiegedragsregels 2015*).

The Works Council has been has been informed regarding the change of control contemplated by the Offer and the Company has requested the Works Council to render its advice in respect of the Boards' intention to support and recommend the Offer and the Resolutions in connection therewith, the financing related to the Offer and the envisaged conversion of the Company from a public company (*naamloze vennootschap*) into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*). On the basis thereof, the Works Council has given its positive advice in respect of the Boards' intention to support and recommend the Offer and the Resolutions in connection therewith, the financing related to the Offer and the envisaged conversion of the Company from a public company (*naamloze vennootschap*) into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*). In this context, Royal Reesink and the Offeror have agreed on certain arrangements with the Works Council in respect of the appointment of Independent Supervisory Board Members and the preservation by the Works Council of certain of its existing co-determination rights (*medezeggenschapsrechten*).

4. INVITATION TO SHAREHOLDERS

Subject to the terms and conditions of this Offer Memorandum, the Offeror hereby makes a recommended public cash offer to all Shareholders, for all Shares.

Shareholders are advised to review this Offer Memorandum and the related documents included, referred to herein or enclosed herewith thoroughly and completely and to seek independent advice where appropriate in order to reach an informed judgment with respect to the Offer and this Offer Memorandum. Shareholders who consider not tendering their Shares are advised to review Section 3.14 (*Post-Closing Restructuring Measures*), Section 3.14.3 (*Other Post-Closing Restructuring Measures*) and Section 3.15 (*Consequences of the Offer*). With due reference to all statements, terms, conditions and restrictions included in this Offer Memorandum, Shareholders are hereby invited to tender their Shares under the Offer in the manner and subject to the terms, conditions and restrictions set out in this Offer Memorandum.

4.1 Offer Price

Shareholders tendering their Shares under the Offer will be paid, on the terms and subject to the conditions and restrictions contained in this Offer Memorandum, in consideration of each Share validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) by such Shareholder and delivered (*geleverd*) to the Offeror, the Offer Price, without interest and subject to any required withholding of taxes. If, on or after the date hereof but on or prior to the Settlement Date, any cash or share dividend or other distribution is declared in respect of the Shares and the record date for such cash or share dividend or other distribution occurs on or prior to the Settlement Date, the Offer Price per Share will be decreased by an amount per Share equivalent to any such cash or share dividend or other distribution per Share.

During the Acceptance Period, the Offeror has the right pursuant to article 15, paragraph 4 of the Takeover Decree to increase the Offer Price. The Acceptance Period must be open for at least seven (7) Business Days following an increase of the Offer Price. Should the Acceptance Period be open for a shorter period, it will by virtue of law be extended to seven (7) Business Days. During such extended Acceptance Period, the Offeror is not allowed to further increase the Offer Price. Shares tendered prior to such extension of the Acceptance Period may be withdrawn during the extended Acceptance Period in accordance with article 15 paragraph 3 and article 15a paragraph 3 of the Takeover Decree. However, during any such extension of the Acceptance Period, any Shares previously tendered and not withdrawn will remain subject to the Offer. If and to the extent the Offeror, during the Acceptance Period, purchases any Shares outside the Offer at a price which is higher than the Offer Price, the Offeror will, upon declaring the Offer unconditional, pay such higher price for all Shares validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) by a Shareholder and delivered (*geleverd*) to the Offeror. In such a scenario, the Offeror will make a public announcement confirming that the Offer Price is increased to match such higher price.

4.2 Acceptance of the Offer and Tender

4.2.1 *Acceptance of the Offer and Tender via an Admitted Institution*

Shareholders who hold their Shares through an Admitted Institution are requested to make their acceptance known via their custodian, bank or stockbroker no later than 17:40 hours CET on 7 June 2016, unless the Acceptance Period is extended in accordance with Section 4.1 (*Offer Price*) or Section 4.6 (*Extension of the Acceptance Period*). Your custodian, bank or stockbroker may set an earlier deadline for Shareholders to communicate acceptances of the Offer in order to permit the custodian, bank or stockbroker to communicate its acceptances to the Exchange Agent in a timely manner.

The Admitted Institutions may tender Shares for acceptance only to the Exchange Agent and only in writing. In tendering the acceptance, the Admitted Institutions are required to declare that (i) they have the tendered Shares in their administration, (ii) each Shareholder who accepts the Offer irrevocably represents and warrants that the Shares tendered by him are being tendered in compliance with the restrictions set out in Section 1 (*Restrictions and important information*), and (iii) they undertake to transfer these Shares to the Offeror prior to or ultimately on the Settlement Date.

Subject to article 5b paragraph 5, article 15 paragraphs 3 and 8 and article 15a paragraph 3 of the Takeover Decree, the tendering of Shares in acceptance of the Offer shall constitute irrevocable instructions (i) to block any attempt to transfer the Shares tendered, so that on or prior to the Settlement Date no transfer of such Shares may be effected (other than to the Exchange Agent on or prior to the Settlement Date if the Shares have been accepted for purchase or if withdrawal rights are

available) and (ii) to debit the securities account in which such Shares are held on the Settlement Date in respect of all of the Shares tendered, against payment by the Exchange Agent of the Offer Price in respect of those Shares.

4.2.2 *Acceptance of the Offer and Tender by Holders of Shares Individually Recorded in the Company's Shareholder Register*

Shareholders owning Shares individually recorded in the Company's shareholders register that choose to accept the Offer in respect of such Shares must deliver a completed and signed acceptance form to the Exchange Agent. Completed acceptance forms should be received by the Exchange Agent prior to the Acceptance Closing Time. The acceptance forms are available upon request from the Exchange Agent:

SNS Securities N.V.
Nieuwezijds Voorburgwal 162
1012 SJ Amsterdam
The Netherlands
Telephone number: +31 (0) 20 550 88 19
Email: openbaarbodreesink@snssecurities.nl

The acceptance form will also serve as a deed of transfer (*akte van levering*) with respect to the Shares referenced therein.

4.3 Undertakings, Representations and Warranties by tendering Shareholders

Each Shareholder tendering Shares pursuant to the Offer, by such tender, irrevocably undertakes, represents and warrants to the Offeror, on the date that such Shares are tendered through to and including the Settlement Date, that:

(a) *Acceptance by the Shareholder*

the tender of any Shares constitutes an acceptance by the Shareholder of the Offer, on and subject to the terms and restrictions of the Offer as contained in this Offer Memorandum;

(b) *Power of Authority*

such Shareholder has full power and authority to tender, sell and deliver (*leveren*), and has not entered into any other agreement to tender, sell or deliver (*leveren*) the Shares stated to have been tendered to any party other than the Offeror (together with all rights attaching thereto) and, when the same are purchased by the Offeror for cash, the Offeror will acquire such Shares, with full title guarantee and free and clear of all third party rights and restrictions of any kind;

(c) *Compliance*

such Shares are being tendered in compliance with the restrictions as set out in Section 1 (*Restrictions and important information*) and the securities and other applicable laws or regulations of the jurisdiction in which such Shareholder is located or of which it is a resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with the tendering of such Shares; and

(d) *Waiver*

such Shareholder acknowledges and agrees that having tendered its Shares, such Shareholder shall, as from the Settlement Date, be deemed to have waived any and all rights or entitlements that such Shareholder may have in its capacity as shareholder of Royal Reesink or otherwise in connection with its shareholding in Royal Reesink vis-à-vis any member of the Group and any member of the Boards.

4.4 Acceptance Period (*aanmeldingstermijn*)

The Acceptance Period begins on 13 April 2016, at 09:00 hours CET and ends, subject to extension in accordance with article 15 of the Takeover Decree, on 7 June 2016, at 17:40 hours CET.

If the Offer is declared unconditional (*gestand is gedaan*), the Offeror will accept all Shares that have been validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and not previously withdrawn pursuant to the terms of the Offer in accordance with the procedures set forth in Section 4.2 (*Acceptance of the Offer and Tender*).

4.5 Withdrawal rights

Shares tendered prior to the Acceptance Closing Time may not be withdrawn, subject to the right of withdrawal of any tender:

(a) during any extension of the Acceptance Period in accordance with the provisions of article 15, paragraph 3 of the Takeover Decree;

(b) following an announcement of a mandatory public bid in accordance with the provisions of article 5b, paragraph 5 of the Takeover Decree (provided that such Shares were already tendered prior to the announcement and withdrawn within seven (7) Business Days following the announcement);

(c) following the filing of a successful request to set a reasonable price for a mandatory public bid in accordance with the provisions of article 15, paragraph 8 of the Takeover Decree (provided that such Shares were already tendered prior to the request and withdrawn within seven (7) Business Days following the decision date); or

(d) following an increase of the Offer Price as a result of which the Offer Price does no longer only consist of a cash component and a document in relation thereto is made generally available in accordance with the provisions of article 15a paragraph 3 of the Takeover Decree (provided that such Shares were already tendered prior to the request and withdrawn within seven (7) Business Days following such document being made available).

If the Acceptance Period is extended, any Shares previously tendered and not withdrawn will remain subject to the Offer. Shares tendered during an extension of the Acceptance Period may not be withdrawn, subject to the provisions of article 5b, paragraph 5, article 15, paragraphs 3 and 8 and article 15a paragraph 3 of the Takeover Decree, as set out above in this Section.

4.6 Extension of the Acceptance Period

In accordance with article 15, paragraph 1 of the Takeover Decree, the Offeror may extend the Offer past the Acceptance Closing Time only once, with a minimum of two (2) weeks and a maximum of ten (10) weeks, subject to a possible extension in case of an increase of the Offer Price as described below, in which case all references in this Offer Memorandum to the Acceptance Closing Time shall, unless the context requires otherwise, be moved to the latest date and time to which the Offer has been so extended. In the event a third party has published a Competing Offer prior to the Acceptance Closing Time, the Offeror may extend the Offer past the Acceptance Closing Time to match the acceptance closing time of a Competing Offer, in accordance with article 15, paragraph 5 of the Takeover Decree. However, as noted in Section 4.2 (*Acceptance of the Offer and Tender*), a custodian, bank or broker may set an earlier deadline for Shareholders to communicate acceptances of the Offer in order to permit the custodian, bank or broker to communicate such acceptances to the Exchange Agent in a timely manner.

If the Acceptance Period is extended, a public announcement to that effect shall be made in accordance with the Merger Rules. Article 15, paragraph 2 of the Takeover Decree requires that such announcement be made not later than the third (3rd) Business Day following the initial Acceptance Closing Time.

During any such extension of the Acceptance Period, any Shares previously tendered and not withdrawn will remain subject to the Offer. In accordance with article 15, paragraph 3 of the Takeover Decree, Shares tendered on or prior to the original Acceptance Closing Time may be withdrawn during the Acceptance Period as extended. Further, in accordance with article 15a, paragraph 3 of the Takeover Decree, Shares tendered may be withdrawn within seven (7) Business Days following the announcement of an increase of the Offer Price.

In addition, the Acceptance Period may be extended in accordance with article 15 paragraph 9 of the Takeover Decree if the Offer Price is increased within seven (7) Business Days from the Acceptance Closing Date, in which case the Acceptance Period is by virtue of law extended to the effect that the Acceptance Period will be open for seven (7) Business Days from such increase of the Offer Price.

4.7 Declaring the Offer Unconditional (*gestanddoening*)

The obligation of the Offeror to declare the Offer unconditional (*gestand doen*) is subject to the satisfaction or waiver of the Offer Conditions. See also Section 3.9 (*Offer Conditions*). The Offer Conditions may be waived, to the extent permitted by law or by agreement, as set out in Section 3.9 (*Offer Conditions*). If the Offeror wishes to waive one or more Offer Conditions according to Section 3.9 (*Offer Conditions*), the Offeror will inform the Shareholders as required by the applicable rules.

Unless the initial Acceptance Period is extended, the Offeror will no later than on the third (3rd) Business Day following the Acceptance Closing Date determine whether the Offer Conditions have been satisfied or waived as set out in Section 3.9 (*Offer Conditions*), to the extent permitted by law. In addition, the Offeror will at that time announce whether (i) the Offer is declared unconditional (*gestand wordt gedaan*), (ii) the Acceptance Period will be extended in accordance with article 15 of the Decree, or (iii) the Offer is terminated as a result of the Offer Conditions not having been satisfied or waived, all in accordance with Section 3.9 (*Offer Conditions*) and article 16 of the Decree.

If the Offer is declared unconditional (*gestand is gedaan*), the Offeror will accept for payment all Shares validly tendered (or defectively tendered provided that such defect has been waived by the Offeror).

4.8 Settlement of the Offer

Shareholders who have accepted the Offer and Shareholders who have tendered their Shares for acceptance pursuant to the Offer prior to or on the Acceptance Closing Time if the Offer is declared unconditional (*gestand is gedaan*) will receive on the Settlement Date the Offer Price in respect of each Share validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and delivered (*geleverd*), at which point dissolution or annulment of Shareholder's tender or delivery (*levering*) shall not be permitted.

Admitted Institutions receiving Shares from Shareholders tendering under this Offer shall receive these Shares as custodian. In turn, Admitted Institutions will submit such Shares by written instruction to the Exchange Agent. By tendering such Shares, the Admitted Institutions declare that they have the Shares in their custody and that they procure transfer of the Shares to the Offeror prior to or on the Settlement Date.

4.9 Post Acceptance Period

The Offeror may, in accordance with article 17 of the Takeover Decree, within three (3) Business Days after declaring the Offer unconditional, announce a Post Acceptance Period to enable Shareholders that did not tender their Shares during the Acceptance Period to tender their Shares under the same terms and conditions applicable to the Offer. Any such Post Acceptance Period will commence on the first (1st) Business Day following the announcement of a Post Acceptance Period and will remain open for a period of no longer than two (2) weeks. If the Post Acceptance Period is announced, the Offeror will continue to accept for payment all Shares validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) during such period and will pay for such Shares within five (5) Business Days following the end of the Post Acceptance Period. Shares validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) during the Post Acceptance Period may not be withdrawn. The Offeror will, within three (3) Business Days after the Post Acceptance Period has ended, announce the number and percentages of Shares that have been tendered in the Post Acceptance Period and the total number and percentage of Shares the Offeror owns after the Post Acceptance Period has ended.

4.10 Commission

Admitted Institutions shall receive from the Exchange Agent on behalf of the Offeror a commission in the amount of € 0.05 (five eurocent) in respect of each Share validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and delivered (*geleverd*), up to a maximum of € 1,000.00 (one thousand euro) per Shareholder account. The commission must be claimed from the Offeror through the Exchange Agent upon the Settlement Date. The Admitted Institutions are only entitled to the commission if they provide the Exchange Agent with the following statement: "By claiming this commission, we hereby declare that we have not included the execution of this corporate action in a service fee charged to our clients. We therefore declare that claiming this commission is needed to cover our costs under this transaction and as a result of that this corporate action will be executed on a cost free basis on behalf our Clients." No costs will be charged to the Shareholders by the Offeror for the delivery and payment of the Shares. However, costs might be charged by certain banks or stockbrokers.

4.11 Restrictions

The Offer is being made with due observance of such statements, terms and restrictions as are included in the Offer Memorandum. The Offeror reserves the right to accept any tender under the Offer, which is made by or on behalf of a Shareholder, even if it has not been effectuated in such manner as set out above.

4.12 Announcements

Announcements in relation to the Offer, including announcements in relation to an extension of the Offer past the Acceptance Closing Time will be issued by press release and will be made available on the Company's website at www.reesink.com. Subject to any applicable requirements of the Merger Rules and without limiting the manner in which the Offeror may choose to make any public announcement, the Offeror will have no obligation to communicate any public announcement other than as described above.

4.13 Indicative Timetable

The times and dates below are indicative only.

Expected date and time	**Event**
12 April 2016	Publication of the press release announcing the availability of the Offer Memorandum and commencement of the Offer.
09:00 hours CET, 13 April 2016	Commencement of the Acceptance Period under the Offer in accordance with article 14 of the Takeover Decree.
14:00 hours CET, 25 May 2016	AGM, at which the Offer, among other matters, will be discussed in accordance with article 18, paragraph 1 of the Takeover Decree. In addition, the Resolutions will be proposed to the AGM in connection with the Offer.
	Acceptance Closing Time
17:40 hours CET, 7 June 2016	The deadline for Shareholders wishing to tender Shares, unless the Offer is extended in accordance with article 15 of the Takeover Decree.
Not later than three (3) Business Days following the Acceptance Closing Time	On this date the Offeror shall publicly announce, in accordance with articles 15 and 16 of the Takeover Decree, that either: • the Offer is declared unconditional (*gestand wordt gedaan*), the Unconditional Date; • the Offer is extended for a period of two (2) to ten (10) weeks; or • the Offer is not declared unconditional as a result of an Offer Condition not being satisfied or waived.
	Commencement of Post Acceptance Period
Not later than on the third (3rd) Business Day following the Unconditional Date	Post Acceptance Period (*na-aanmeldingstermijn*): the Offeror may announce a Post Acceptance Period for the

Expected date and time	Event
	Offer with a maximum duration of two (2) weeks to enable Shareholders that did not tender their Shares during the Acceptance Period to tender their Shares under the same terms and conditions applicable to the Offer.
	Settlement Date
Not later than five (5) Business Days following the Unconditional Date	The date on which, in accordance with the terms and conditions of the Offer, the Offeror shall pay the Offer Price per Share to the Shareholders who have validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and delivered (*geleverd*) their Shares under the Offer, which date shall be promptly, but in any event, within five (5) Business Days following the Unconditional Date, subject to the Offer being declared unconditional (*gestand wordt gedaan*).

5. INFORMATION REGARDING ROYAL REESINK

5.1 Introduction

Royal Reesink is a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, with its corporate seat in Apeldoorn, the Netherlands, and registered address at Ecofactorij 20, 7325 WC Apeldoorn, the Netherlands. Royal Reesink is registered with the Chamber of Commerce of the Netherlands under register number 08005560. Royal Reesink is listed on Euronext Amsterdam under the symbol "ROYRE", with International Securities Identification Number ("**ISIN**") code NL0000379303.

5.2 History of Royal Reesink

The Group has a history dating back to 1786, when Hendrik Reesink (1764–1835) registered himself as a master blacksmith at the blacksmith guild of Zutphen (the Netherlands) on 23 January 1786. In addition to his blacksmithing activities, Hendrik Reesink also traded in blacksmith supplies and ran a hardware store, laying the foundation for some of the current focus areas of the Group: distribution of agricultural equipment and steel products. Besides forging (and trading in metals), throughout the years, the Reesink business expanded in the sale and repair of farm machinery. Royal Reesink was incorporated in April 1930 and listed on the Amsterdam stock exchange in 1959.

In 2006, the Group acquired Packo Agri N.V., a distributor of agricultural, turf care and landscape maintenance equipment in Belgium. This acquisition marked the first substantial expansion of the Group outside the Netherlands. That same year, the Group also acquired the remaining 66.7% (sixty-six and seven tenth per cent) of the share capital of Safety Centre International B.V., followed by the divestment of Dutec B.V. (a regional technical wholesaler). In 2006, Royal Reesink transferred its listing from Euronext in Amsterdam, a regulated market of Euronext Amsterdam N.V., to a multilateral trading facility, Alternext Amsterdam. In November 2009, the Group expanded its industrial activities by acquiring the assets of the bankrupt Nederlandse Staal Unie V.O.F. which the Group (via Nederlandse Staal Unie B.V. ("**Nederlandse Staal Unie**")) acquired to make a turn-around as the Group believed the Nederlandse Staal Unie V.O.F. had valuable client contacts. In July 2010, the Group acquired Jean Heybroek B.V., thereby expanding the Group's green equipment business in the Netherlands and in Belgium. In 2011, the Group transferred its DIY-activities (Reesink Retail B.V., Interlogica B.V. and FRG Retail B.V.), including the exploitation of its Fixet franchise activities, to THR B.V. ("**THR**"), a wholesaler in DIY-products and professional construction materials, in exchange for 36% (thirty-six per cent) of the depositary receipts in THR (through Stichting Administratiekantoor THR). The remaining 64% (sixty-four per cent) of the depositary receipts are held by a single majority holder of depositary receipts. THR in turn transferred at the same time (part of) the exploitation of its Fixet franchise to retail company DGN retail B.V. In recent years, the Group has also acquired equity interests in dealers: 25% (twenty-five per cent) in De Kruyf Mechanisatie B.V. (2010), 75% (seventy-five per cent) in Bruggeman Mechanisatie B.V. (2011) and 25% (twenty-five per cent) in De Vries Mechanisatie B.V. (2012).

In 2012, Packo & Heybroek N.V. was incorporated merging certain Jean Heybroek B.V. activities and Packo Agri N.V's Packo Greentech business. In 2012, the Group acquired Ben Kemp Holding B.V. and its subsidiaries Barend Kemp B.V., Kemp BVBA and Huur & Stuur B.V. (the "**Kemp Group**"), through which it became active in the adjacent industries of earth-moving equipment and railroad equipment.[2] In 2012, due to the crisis in the building industry, the activities of Nederlandse Staal Unie were combined with Reesink Staal B.V.

In 2013, the Group acquired Hans van Driel B.V. and therewith strengthened its position in the earth-moving equipment, transshipment and railroad equipment industries. In 2013, the Group's newly incorporated dealer Landtech Zuid B.V. acquired certain assets and liabilities of a local dealer. In 2013 the Group acquired all issued and outstanding shares in the share capital of Pon Material Handling Europe B.V. ("**PMH-E**") and its 100% (one hundred per cent) subsidiaries Motrac Hydrauliek B.V., Q-Lion B.V. (dormant), Motrac Intern Transport B.V., Motrac Handling & Cleaning N.V./S.A. and Motrac Hydraulik GmbH and 75.04% (seventy-five and four hundredth per cent) of the issued and outstanding shares in the share capital of Pelzer Fördertechnik GmbH, which covered all the European material handling equipment and hydraulics components and systems business of Pon Holdings B.V. (the "**Acquisition of PMH-E**"). PMH-E was renamed Reesink Material Handling Equipment B.V. Through this acquisition, the Group expanded its range of strong brands

[2] At the same time the Company acquired the Kemp Group, the Group also acquired Kemp Hoogwerkers B.V. and Vacu-rent B.V. After the acquisition, Kemp Hoogwerks B.V. merged, as disappearing company, with and into Barend Kemp B.V. and Vacu-rent B.V. merged, as disappearing company, with and into Huur & Stuur B.V.

and strong concepts with Linde Material Handling (material handling equipment such as forklifts or trucks), Tennant (cleaning equipment) and Linde Hydraulics (hydraulics components and systems).

At the beginning of 2014 the Group acquired certain assets, including the name 'CT Agro GmbH', and liabilities and all issued and outstanding shares in the capital of CT Agro TOO. CT Agro GmbH is a group distributor of agricultural machinery of the German brand Claas. In the context of being a full-line supplier CT Agro GmbH also operates as a (non-)exclusive supplier of agricultural machinery of other brands, such as MacDon, Horsch, Summers, Morris and Amazone. Its 100% (one hundred per cent) subsidiary CT Agro TOO is a group distributor in Kazakhstan for the (spare) parts of afore- mentioned brands and is furthermore responsible, through its ten (10) own service centers, for the service of afore-mentioned brands and in some cases the sales of (used) equipment. CT Agro TOO also provides parts and services for some other equipment brands with identical, mainly Cummins, engines.

In October 2014 Royal Reesink acquired 100% (one hundred per cent) of the shares of O. de Leeuw Groentechniek B.V. ("**De Leeuw Groentechniek**"), located in Hattem, the Netherlands. De Leeuw Groentechniek was part of the O. de Leeuw group and imported a complete range of quality equipment from top brands for forest and for park and garden, for professional and private use. The Group believes the combination of De Leeuw Groentechniek and Stierman B.V., a Group Company with similar activities, strengthens both organisations substantially. The activities of both companies where combined and (re)located to Apeldoorn. Under the name of 'Stierman De Leeuw' a complete range of machinery, fittings and parts is offered in the forest, park and garden market through resellers.

As per 1 January 2015 the Group transferred the remaining part of the franchise formula "Fixet" to DGN retail B.V. A subordinated loan provided in 2011 by Royal Reesink to DGN retail B.V., along with receivables from Fixet franchisees, was settled in early 2015 resulting in an amount of € 0.1 million (one tenth million euro) becoming payable to Royal Reesink. The receivables as mentioned here concerned fees from Fixet franchisees for whom Royal Reesink until 2015 still legally acted as franchisor, but to which receivables DGN retail B.V. was entitled based on the agreement in 2011 pursuant to which the DIY-activities were transferred (see above).

In April 2015 Royal Reesink's subsidiary Motrac Hydraulik GmbH reached agreement regarding the acquisition of the activities of IMAV-Hydraulik GmbH ("**IMAV**") in Willich, Germany. IMAV traded in and produced standard and customized hydraulic manifolds for original equipment manufacturers and system integrators. These systems complemented the existing product range of the Group. The transaction was completed on 30 April 2015. The activities of IMAV were integrated into those of Motrac Hydraulik GmbH. The Group believes this created a stronger organisation in Germany for hydraulic components and systems. All of Motrac Hydraulik GmbH's activities are at the date of this Offer Memorandum located in Willich, Germany.

In June 2015 Royal Reesink and APH Group from Heerenveen, the Netherlands, reached agreement regarding a joint venture for the distribution of machinery for soil tillage and feed processing machines in Turkey. APH Group has been operating since many years in Turkey through its subsidiary APH Group Turkey. In 2012 APH Group expanded its operations in Turkey with an organisation for the distribution of machinery as mentioned above. The Group has extensive experience with such agricultural machines and is, in concert with APH Group, further expanding these activities. This led to the incorporation of Reesink Turkey B.V., in which Royal Reesink holds 75% (seventy-five per cent) of the shares. The new company in turn holds all the shares in Kuhn Center Turkey Tarim Makinalari A.Ş. and will cooperate closely with APH Group Turkey, an important player in potato and vegetable mechanization. The Group believes this joint venture provided a solid base for starting operations in Turkey, a country where the agricultural sector has huge potential.

In August 2015 Royal Reesink reached an agreement on the acquisition of 95% (ninety-five per cent) of the shares in the capital of Agrometius B.V. The Group believes Agrometius B.V. is the leading specialist in GPS technology and precision agriculture in the agricultural sector in mainly the Netherlands and Belgium. The other 5% (five per cent) of the shares remain in the hands of the company's director, Mr D.G. Nijland, who continued in this role after the acquisition. Its core business is the distribution of Trimble Agriculture products in mainly the Dutch and Belgian market. In addition to supplying the hardware, firmware and software for the GPS technology and precision agriculture, Agrometius B.V. also provides the links between the tractors and the various types of equipment, as well as handling all after-sales. As a secondary activity, Agrometius B.V. is also engaged in the collection of soil data, as well as providing advice to users. Agrometius B.V. serves the entire agricultural market and, as such, will continue to operate across this market within the Group, providing service for all brands. The market in Belgium is served by Agrometius BVBA, a 100% (one hundred per cent)-owned subsidiary of Agrometius B.V.

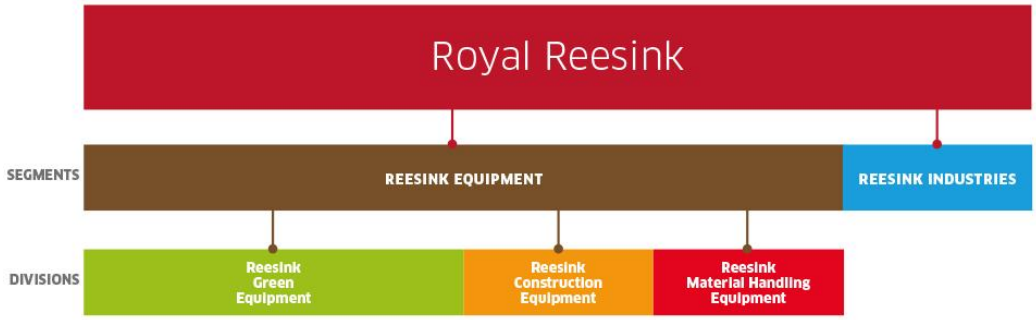
On 1 February, 2016, Royal Reesink reached agreement in principle with Lely Holding S.à.r.l. on the acquisition of its turfcare activities in the United Kingdom, Ireland and Denmark. These activities mainly comprise the distribution of Toro machines for the maintenance of golf courses and public green spaces and

TYM compact tractors. The turfcare activities of Lely Holding S.à.r.l. achieved total revenue of around € 60,000,000 (sixty million euro) in 2015 in those three (3) countries, with around one hundred twenty-five (125) employees. The transaction is expected to be completed in the second quarter of 2016. Royal Reesink intends to finance the purchase price of the shares by a drawdown under the current financing facility.

5.3 Organisational structure

5.3.1 General

At the end of 2013 a new legal and functional structure was implemented. Since then the Group has a functional organisational structure with two (2) segments: Reesink Equipment and Reesink Industries. The Reesink Equipment segment is subdivided in three (3) divisions: Reesink Green Equipment, Reesink Construction Equipment and Reesink Material Handling Equipment.



5.3.2 Reesink Equipment

In Reesink Green Equipment, Royal Reesink's businesses are involved in the distribution of leading brands for agriculture and horticulture and landscape maintenance. The products are supplied either through dealers or directly to farmers, contractors, green area companies, golf courses, municipalities, government bodies, water boards and foresters. Reesink Green Equipment is divided into three (3) departments using 'Chinese Walls': Green Equipment, Smart Farming and Kamps de Wild Holding. This is due to the sale of competing brands by Green Equipment and Kamps de Wild Holding. Smart Farming will be positioned independent of other brands in the Group as a specialist in GPS-technique and precision farming.

Reesink Construction Equipment offers a comprehensive range of earth-moving equipment and associated products for civil engineering, with facilities in De Meern, Tiel, Hamme (Belgium), Ommen and Bergschenhoek. The delivery programme includes A-brands such as Kobelco, Atlas, Terex, IHI, KATO and Canycom. Reesink Construction Equipment also has a fast-growing rental business: Huur&Stuur. This division operates in the Netherlands and rents earth-moving machinery without an operator and is a specialist in ancillary equipment.

Reesink Material Handling Equipment is a leading total provider of internal logistics and cleaning solutions. With facilities in Almere, Zwijndrecht, Antwerp (Belgium), Flémalle (Belgium), Kerpen (Germany) and Cologne (Germany) it provides excellent customer service. In the Netherlands, Motrac Intern Transport B.V. and in Germany, Nordrhein-Westfalen, Pelzer Fördertechnik GmbH distribute the A-brand Linde Material Handling. Motrac Handling & Cleaning N.V./S.A. in Belgium is a distributor of both Linde Material Handling and Tennant cleaning machines.

5.3.3 Reesink Industries

In Reesink Industries, Royal Reesink's businesses are involved as a distributor of hydraulic components and systems, steel and processed steel and personal protection items. In this segment, Royal Reesink supplies mainly to steel manufacturers, building sites, installation production companies, technical wholesalers, the offshore and shipping industry, machinery manufacturers and the agricultural industry.

5.4 Overview of Royal Reesink's material subsidiaries and other interests

The following table provides an overview of Royal Reesink’s material subsidiaries and other interests as of the date of this Offer Memorandum.

Material Subsidiaries	Country	Equity interest
Agrometius B.V.	the Netherlands	95%
Agrometius BVBA	Belgium	95% [3]
Barend Kemp B.V.	The Netherlands	100%
Bruggeman Mechanisatie B.V.	The Netherlands	75%
CT Agro GmbH	Germany	100%
CT Agro TOO	Kazakhstan	100%
Hans van Driel B.V.	The Netherlands	100%
Huur & Stuur B.V.	The Netherlands	100%
Jean Heybroek B.V.	The Netherlands	100%
Kamps de Wild B.V.	The Netherlands	100%
Kemp BVBA	Belgium	100%
Kuhn Center Turkey Tarim Makinalari A.Ş.	Turkey	75% [4]
Landtech Zuid B.V.	The Netherlands	100%
Motrac Handling & Cleaning N.V./S.A.	Belgium	100%
Motrac Hydrauliek B.V.	The Netherlands	100%
Motrac Hydraulik GmbH	Germany	100%
Motrac Intern Transport B.V.	The Netherlands	100%
Packo N.V.	Belgium	100%
Pelzer Fördertechnik GmbH	Germany	75% [5]
Reesink Equipment B.V.	The Netherlands	100%
Reesink Safety Centre B.V.	The Netherlands	100%
Reesink Staal B.V.	The Netherlands	100%
Reesink Support B.V.	The Netherlands	100%
Reesink Technische Handel B.V.	The Netherlands	100%

[3] Agrometius BVBA is a 100% (one hundred per cent) subsidiary of Agrometius B.V. in which Royal Reesink holds an equity interest of 95% (ninety-five per cent).

[4] Kuhn Center Turkey Tarim Makinalari A.Ş. is a 100% (one hundred per cent) subsidiary of Reesink Turkey B.V. in which Royal Reesink holds an equity interest of 75% (seventy-five per cent).

[5] The voting percentage is 75% (seventy-five per cent). The Company's results entitlement amounts to 100% (one hundred per cent) except for a fixed dividend payment of € 52.454 (fifty-two thousand four hundred fifty-four euro) to the other shareholder Linde LMH Beteiligungs GmbH.

Material Subsidiaries	Country	Equity interest
Safety Centre International B.V.	The Netherlands	100%
Stierman de Leeuw B.V.	The Netherlands	100%

Other interests	Country	Equity interest
De Kruyf Holding B.V.	The Netherlands	25%
Mechanisatie Beheer B.V.	The Netherlands	25%
THR B.V.	The Netherlands	36%

5.5 Strategy

For the business strategy of Royal Reesink, please refer to Section 3.4.1 (*Business Strategy*).

5.6 Trends / recent developments

The most important trends in Royal Reesink's markets include, but are not limited to, the following:

(a) Partnering

Partnering involves more than simply putting the customer first, in which the pure sale of machines is still the guiding principle. Partnering also means looking for other solutions, such as offering capacity contracts and other concepts. A capacity contract means that Royal Reesink considers with the customer how many machines he needs for his daily works and at peak times. The distributor then supplies additional machines on demand by the customer on a temporary basis. In order to be able to respond to social issues effectively, partnering in the form of chain optimisation and system integration is increasingly extending across sectors. There are various degrees of cooperation. Co-makingship and co-engineering are just two (2) examples of this. An important driver is to increase the quality of the service provided, achieve greater efficiency and make the process more sustainable.

(b) Technological developments

E-commerce and internet are making information accessible to everyone. Prices can be checked with a click of the mouse and ordering is just as simple. This can be a threat, but for a distributor that is able to process data quickly and provide the necessary information to customers and manufacturers, it offers opportunities. The same applies to open data, that can be used to forecast and manage inventories and movement in the chain. Big data, that can be used to predict and analyse trends, also present both an opportunity and a threat. 3-D printing is another interesting challenge for distributors. In the future, it will be possible to produce parts locally at dealers, end-users and repairers, and buffer inventories can be reduced or eliminated.

(c) Total cost of ownership

The monitoring of costs and revenues plays an important role. The ability to optimally deploy machines at the best possible return is becoming an increasingly important sales argument for the distributor, as is reducing the integrated cost for industrial applications. Having technical knowledge of the Group's machines in-house is essential. The design of the service organisation is another important aspect, whereby logistics in combination with technology plays a big part. This involves issues such as transport planning, inventory management and warehouse management. Fewer transport movements means lower costs. Due to the increase in remote diagnostic systems incidents will become rarer, as the machine itself will indicate when preventive maintenance is needed. It will also be easier to determine which parts have to be kept in stock and the amount of inventory can be reduced. This will have a positive effect on inventory costs. Various technological developments can be deployed now and in the future to further optimise the logistical operation whereby a distributor can differentiate itself more effectively.

(d) Knowledge

The knowledge that is needed to maintain machines is also increasing. The average dealer is already having difficulty in keeping pace with the development of knowledge that is needed. The distributor can respond to this by offering training and training facilities and providing in-depth support to dealers, service organisations and end users.

(e) Safety

There are 220,000 industrial accidents each year in the Netherlands that are so serious that employees have to stay off work or incur lasting injury or death. Most accidents involve falling from a height (32% (thirty-two per cent)), operating machines (25% (twenty-five per cent)) and falling objects (13% (thirteen per cent)) (Source: Health and Safety at Work, central government). It is therefore entirely logical that there is increasing demand for information and instruction on safe working methods and equipment.

(f) Sustainability

Awareness of sustainability is increasing throughout the chain. The underlying motives may vary: in some cases it is compulsory or appropriate, and in some cases because it pays off. Customers are increasingly setting requirements for machines with respect to issues like CO2 emissions, safety and the possibility of recycling machines and/or parts. Distributors that differentiate themselves in their supply programme in combination with an advanced service organisation and a wide range of training and courses will be able to position themselves as an essential link in the chain.

(g) Finance

Many businesses have experienced difficulties in raising financing in recent years. The banks still have to strengthen their capital positions and therefore have to hold higher levels of equity which is at the expense of lending. Figures in January 2015 from De Nederlandsche Bank N.V. show that traditional lending to businesses in the Netherlands fell further in December 2014. The small and medium-sized enterprises sector, which provides 60% (sixty per cent) of jobs in the Netherlands, is now dependent on the four major banks for lending. To break this vicious circle, other potential credit providers such as insurers and pension funds and alternative forms of finance are being considered, whereby the distributor arranges financing in cooperation with financial partners. The above-mentioned trends are important drivers for Royal Reesink in its strategic plan. The direction of the various divisions is oriented towards total cost of ownership. Royal Reesink offers tailor-made solutions and one of its priorities is the development of a complete package of safety activities and products. Royal Reesink will of course continue to further optimise the Group's existing activities. In light of the trends described above, Royal Reesink has added the element of service provider and system integrator to its strategy for the coming years.

5.7 The Boards

5.7.1 General

Royal Reesink has a two-tier board structure consisting of the Management Board and the Supervisory Board. The Management Board is the executive body. The Supervisory Board supervises and advises the Management Board.

5.7.2 Supervisory Board

The Supervisory Board currently consists of the following members:

Mr C.P. Veerman *(born in 1949)*

Nationality	Dutch
Appointed	8 May 2008
Term	until 2016
Current position	Chairman of the Supervisory Board
Other positions:	- Professor Tilburg University and Wageningen University - Project Authority Noord/Zuidlijn (chairman) - VEWIN (chairman) - NWO – Netherlands Organisation for Scientific Research (board member) - Trust office Administratiekantoor KDS (board member - Nationaal Groenfonds (board member) - USG People (chairman) - Holding Nationale Goede Doelen Loterij N.V. - Fagoed (chairman) - Ikazi Rotterdam hospital (chairman)

Ms R.M. Bergkamp *(born in 1959)*

Nationality	Dutch
Appointed	20 May 2015
Term until	2019
Current position	Member of the Supervisory Board
Other positions:	- Director VEWIN - Member of the managing board of the trust office Stichting Administratiekantoor Aandelen Reesink - Member of Audit Committee of the Ministry of Finance - Member of National Board Veilig Verkeer Nederland - Member (non-scientific) of Royal Holland Society of Science and Humanities - Member of the supervisory board of Parnassia Groep - Member of the supervisory board of Wellant College - Member of the supervisory board of Netherlands Nutrition Centre - Member of the advisory board of Animal Sciences Group (WUR)

Mr F.L.H. van Delft *(born in 1946)*

Nationality	Dutch
Appointed	11 May 2014
Term until	2016
Current position	Member of the Supervisory Board
Other positions:	- Director and shareholder of Bibiana Beheer B.V. - Director and shareholder of Delon Air B.V. - Board member of the trust office Stichting Administratiekantoor Aandelen Recopart

Mr L. Lievens *(born in 1957)*

Nationality	Belgian
Appointed	24 May 2012
Term until	2016
Current position	Member of the Supervisory Board
Other positions:	- Partner/chairman Lievens & CO (Accountant/Tax consultant, M&A Consultancy Firm). - Lecturer Brugge Business School (K.U.L.) - Lecturer Foundation of Financial & Estate Planning - Member of the Flemisch School of Higher Education in Economics (VLEKHO) - Member of the board of directors of VOKA (Vlaams Netwerk van Ondernemingen – Flemish Business Network) - Member of the board of directors of International Club of Flanders - Member of the board of directors of APZI (Association Port of Zeebrugge Interests) - Member of the board of directors Lievens Invest Group N.V. - Member of the advisory board of Ardo Holding N.V. - Member of the advisory board of Fun Belgium N.V. - Member of the advisory board of Stroke Fund CVBA - Member of the advisory board of De Speyebeek N.V.

5.7.3 Management Board

The Management Board is composed of the sole managing director *(statutair directeur)* of Royal Reesink:

Mr G. van der Scheer *(born in 1960)*

Nationality	Dutch
Appointed	9 May 2009
Term	Indefinite
Current position	Sole managing director *(statutair directeur)* and Chief Executive Officer
Other positions:	- Member of the managing board of the trust office Stichting Administratiekantoor THR - Chairman of the managing board of the association StaalFederatie Nederland

5.8 Royal Reesink Remuneration Policy

5.8.1 Management Board

The remuneration policy in respect of the remuneration of the sole managing director was proposed by the Supervisory Board and approved by the general meeting of Royal Reesink.

Short-term incentives

The sole managing director is entitled to an annual bonus, to be determined at the discretion of the Supervisory Board, which determination is based on factors such as the achievement of the annual budget targets as approved by the Supervisory Board, and the sole managing director's individual performance. The bonus comprises a maximum of 30% (thirty per cent) of the current basic salary on an annual basis. The Supervisory Board is entitled to use its discretionary powers to depart from the 30% (thirty per cent) in the event of exceptional performance.

Long-term incentives

In accordance with Royal Reesink's remuneration policy, the sole managing director does not receive equity or other long-term incentives in addition to fixed components of remuneration (base salary, pension scheme contributions and other market standard benefits).

5.8.2 Supervisory Board

Pursuant to the articles of association of Royal Reesink, the general meeting determines the remuneration of the members of the Supervisory Board. According to the Supervisory Board regulations, the Supervisory Board submits proposals to the general meeting in respect of the remuneration of the individual members of the Supervisory Board. The remuneration of the members of the Supervisory Board does not depend on Royal Reesink's performance.

5.9 Major Shareholders

The table below sets out the holders of notifiable interests (*substantiële deelneming*, a holding of at least 3% (three per cent)) in the share capital or voting rights in the Company, solely according to the AFM registers as at 12 April 2016.

Holders of Shares	Depositary receipts	Capital Interest	Voting Interest	Date of notification obligation
		real / potential	real / potential	
Project Holland Beheer B.V. (indirectly through Project Holland Deelnemingen B.V.)	230,462	16.67% / 0.00%	16.67% / 0.00%	9 March 2016
Delta Lloyd Deelnemingenfonds N.V.	171,000	12.37% / 0.00%	12.37% / 0.00%	9 March 2016
Todlin N.V.	154,545	11.18% / 0.00%	11.18% / 0.00%	9 March 2016
Pon Holdings B.V.	150,756	10.90% / 0.00%	10.90% / 0.00%	9 March 2016
Decico B.V.	92,136	6.66% / 0.00%	6.66% / 0.00%	9 March 2016
Mr F.L.H. van Delft (indirectly through Bibiana Beheer B.V.)	87,878	6.36% / 0.00%	6.36% / 0.00%	9 March 2016
Navitas B.V.	85,000	6.15% / 0.00%	6.15% / 0.00%	9 March 2016

Other notifications of investors, such as gross and net short positions, can be found on the website of the AFM: www.afm.nl.

Holders of Depositary Receipts can obtain powers of attorney, which can be granted only for a particular general meeting of Royal Reesink and expire upon close of that general meeting.

In addition, the AFM registers make reference to:

- the interest of the Share Trust Office in the share capital and voting rights in Royal Reesink; this is specified in Section 5.10 (*The Share Trust Office*) below; and
- the interest of the Protection Trust in the share capital and voting rights in Royal Reesink; this is specified in Section 5.11 (*Stichting Continuiteit Reesink*) below.

5.10 The Share Trust Office

The following description summarizes certain provisions of the articles of association of the Share Trust Office as most recently amended on 22 April 2013 and the terms and conditions of administration (*administratievoorwaarden*) of the Share Trust Office as most recently amended on 15 December 2011. This summary does not purport to be complete, and is subject to, and qualified in its entirety by reference to these documents, as well as to the applicable provisions of Dutch law.

Overview

The Share Trust Office is a foundation (*stichting*) incorporated under Dutch law and was established on 31 October 1983. The Share Trust Office has its statutory seat (*statutaire zetel*) in Apeldoorn, the Netherlands, and its registered office at Ecofactorij 20, 7325 WC Apeldoorn, the Netherlands. The Share Trust Office is registered with Dutch Commercial Register (*Handelsregister*) under the number 41039553.

The Share Trust Office is governed by its articles of association and by the terms and conditions of administration (*administratievoorwaarden*) as these may read from time to time. The corporate purpose of the Share Trust Office includes, among others, acquiring and administering registered Ordinary Shares in the share capital of the Company by way of *fiducia cum amico* (*ten titel van beheer*), in exchange for exchangeable Depositary Receipts and also (if the case may be) to exercise voting rights and the right to of dividends which are attached to the Ordinary Shares. The full corporate purpose can be found in clause 2 of the articles of association of the Share Trust Office. The Depositary Receipts are negotiable instruments under Dutch law. Each of the Depositary Receipts represents a financial interest in one Ordinary Share held by the Share Trust Office.

Depositary Receipts

When first issued, the Depositary Receipts shall be in bearer form. The Depositary Receipts will be represented by a global certificate which will be deposited with a central institute as defined in the Act On Giro Transfer of Securities (the "**Central Institute**").

Holders of Depositary Receipts are entitled to receive dividends or other distributions to shareholders. The Share Trust Office shall collect the net dividends and other distributions payable on the Ordinary Shares which it receives in its capacity as shareholder. Upon receipt, the Share Trust Office shall pay out these dividends and distributions to the holders of Depositary Receipts without any deductions.

In the event of an option between a distribution in cash or other assets, the Share Trust Office shall inform the holders of Depositary Receipts thereof in advance and it shall, to the extent possible, enable the holders of Depositary Receipts to exercise their own option up to the second day prior to the day on which the Share Trust Office must have notified its chosen option. In the event that the wishes of the holders of Depositary Receipts have not been notified to the Share Trust Office two (2) days prior to the day on which the option should have been notified by the Share Trust Office, the Share Trust Office shall take a decision that shall deem to be in the interests of that of the holder of Depositary Receipts. The entitlement to dividend lapses in case five (5) years and one (1) day have passed. For a holder of Depositary Receipts whose place of residence is not in the Netherlands, this period will be extended by the period during which it is unable to collect a dividend to which it is entitled because of war, the immediate danger of war, revolution or comparable extraordinary circumstances. Any dividend that is not collected within this period reverts to the Share Trust Office.

Voting rights

Voting rights on the Depositary Receipts are exercised by the Share Trust Office, unless the holders of Depositary Receipts have been granted a power of attorney. The Share Trust Office shall consider the interests of the holders of Depositary Receipts as well as the interests of the Company, taking into account its principles of continuation and maintenance of identity upon voting. Holders of Depositary Receipts are not entitled to give binding instructions to the Share Trust Office concerning the exercise of voting rights on the Ordinary Shares underlying their Depositary Receipts. Holders of Depositary Receipts can obtain powers of attorney, which can be granted only for a particular general meeting and expire upon close of that general meeting. After obtaining a power of attorney, the holders of Depositary Receipts may exercise its obtained voting right as it sees fit. In a limited number of cases the Share Trust Office can limit, exclude or renounce a power of attorney, which cases are included in clause 2.4 of the articles of association of the Share Trust Office.

Moreover, if it is proposed to alter the rights attached to the Ordinary Shares, the Share Trust Office shall announce this intention, if possible, fourteen (14) days prior to the general meeting without having to indicate how the Share Trust Office shall vote. Under Dutch law, holders of Depositary Receipts have a right to attend and speak at the general meeting, to inspect the annual accounts and to obtain a copy of the annual accounts free of charge. In addition, the Share Trust Office is entitled to consult holders of Depositary Receipts in respect of a particular matter whenever it believes it is appropriate to do so.

In the event that a pre-emptive right exists in connection with the issue of new Ordinary Shares, the Share Trust Office shall grant the holders of Depositary Receipts a similar pre-emptive right in respect of Depositary Receipts.

5.11 Stichting Continuiteit Reesink

Stichting Continuiteit Reesink ("**Protection Trust**") is a foundation (*stichting*) incorporated under Dutch law and was established on 23 September 1988. Protection Trust has its statutory seat (*statutaire zetel*) in Zutphen,

the Netherlands, and its registered office at Ecofactorij 20, 7325 WC Apeldoorn, the Netherlands. Protection Trust is registered with the Dutch Commercial Register (*Handelsregister*) under the number 41040492.

Protection Trust's objects are to promote the interests of the Company and the businesses maintained by the Company and the other Group Companies in a way that the interests of the Company and those businesses and all involved are as far as possible safeguarded. These objects include protection of the continuity or independence or own identity of the Company and the other Group Companies insofar not contrary to the interest of all others involved, to the fullest extent possible.

Protection Trust endeavours to achieve these objects by acquiring Cum Prefs B and by exercising the rights attaching to those Cum Prefs B. The possibility of issuing Cum Prefs B is an anti-takeover measure.

On 8 April 2014, the Company and Protection Trust entered into a new call option agreement which replaced all earlier agreements dated 21 September 1988, 23 October 1989 and 3 May 2012 (the "**Option Agreement**"). Under the Option Agreement, Protection Trust has the right to acquire up to a maximum of 3,000,000 Cum Prefs B (the "**Call Option**"). Protection Trust has a credit facility to enable it to pay the amount to be paid up on the Cum Prefs B. The Cum Prefs B must be paid up for 25% (twenty-five per cent) of the nominal value. The Company and Protection Trust agreed that the number of votes cast on Cum Prefs B will not exceed the number of Ordinary Shares outstanding at that time and the Cum Prefs A combined. Protection Trust will perform its role, and take all actions required, at its sole discretion. In the exercise of its functions it will however be guided by the interests of the Company and the business enterprises connected with it, and all other stakeholders, including shareholders and employees. The Company has committed itself to Protection Trust to compensate all reasonable expenses to be incurred.

Protection Trust is managed by a board, the composition of which is intended to ensure that an independent judgment may be made as to the interests of the Company. The board consists of a number of experienced and reputable former senior executives of multinational companies. To be kept informed about the business and interest of the Company, the Management Board is invited to attend the meetings of Protection Trust to address this. The board of Protection Trust consists of: Mr. H.A.A. Kienhuis (chairman), a former attorney and managing partner of KienhuisHoving N.V., Mr. J. Reesink a former managing director of C.G. Sieben & Co B.V., Mr. C.R. Huiskes, attorney and partner of KienhuisHoving N.V. and Mr. J.W.S. Eyssen, partner Custom Management B.V.

As set out in Section 3.9 (*Offer Conditions*), the Offeror’s obligation to declare the Offer unconditional (*gestanddoening*) is conditional upon Protection Trust, subject only to the Offer becoming unconditional, (i) not having exercised the Call Option and (ii) having irrevocably and otherwise unconditionally renounced its Call Option.

6. CAPITAL AND SHARES OF ROYAL REESINK

6.1 Authorised and issued share capital

6.1.1 As at the date of this Offer Memorandum, the authorised share capital of Royal Reesink is € 240,000 (two hundred forty thousand euro) and is divided in:

(i) 2,540,000 (two million five hundred forty thousand) ordinary shares with a nominal value of € 0.04 (four eurocent) each (the "**Ordinary Shares**");

(ii) 460,000 (four hundred sixty thousand) cumulative preference shares A with a nominal value of € 0.04 (four eurocent) each (the "**Cum Prefs A**"); and

(iii) 3,000,000 (three million) cumulative protective preference shares B, with a nominal value of € 0.04 (four eurocent) each (the "**Cum Prefs B**").

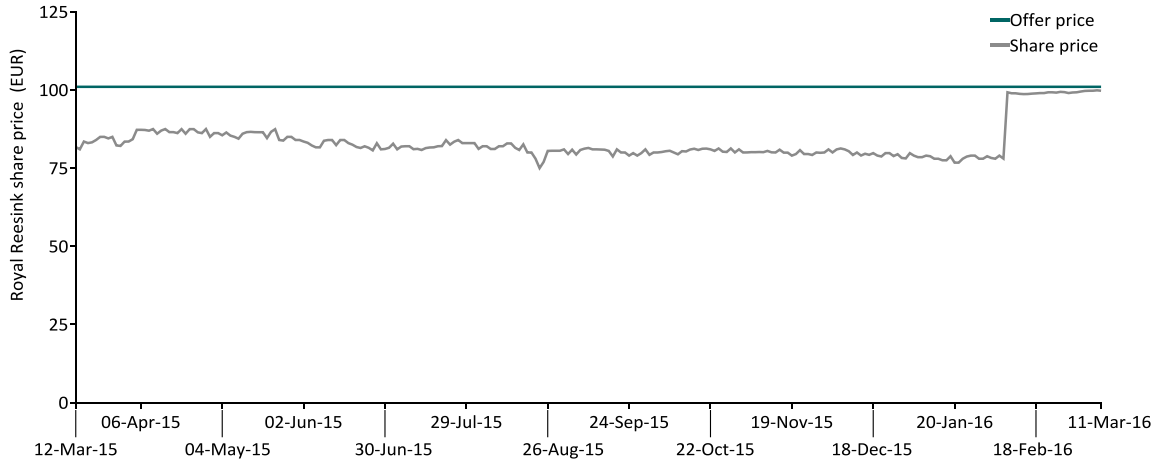
6.1.2 As at the date of this Offer Memorandum, the issued share capital (*geplaatst kapitaal*) of Royal Reesink consists of 1,382,537 (one million three hundred eighty-two thousand five hundred thirty-seven) Ordinary Shares of which:

(i) 1,323,558 (one million three hundred twenty-three thousand five hundred fifty-eight) Ordinary Shares are held by the Share Trust Office, for which the Share Trust Office has issued 1,323,558 (one million three hundred twenty-three thousand five hundred fifty-eight) Depositary Receipts with a nominal value of € 0.04 (four eurocent) each (including Depositary Receipts which have been cancelled by the Share Trust Office on or after the Settlement Date) and

(ii) 58,979 (fifty-eight thousand nine hundred seventy-nine) Ordinary Shares are held by Royal Reesink and private parties other than the Share Trust Office and registered under their name in Royal Reesink's shareholders register.

6.2 Share Price Development

This graphic below sets out the Share price development from 12 March 2015 to 11 March 2016.



6.3 Shares held by members of the Boards and selected members of senior management

Supervisory Board

The number of Shares owned by members of the Supervisory Board at the date of this Offer Memorandum is set forth in the table below.

Name	Ordinary Shares	Preference Shares	Depositary Receipts
Mr C.P. Veerman	0	0	0
Ms R.M. Bergkamp	0	0	0
Mr F.L.H. van Delft	0	0	87,878
Mr L. Lievens	0	0	0

Mr F.L.H. van Delft, indirectly a major holder of Shares through Bibiana Beheer B.V., has, subject to customary conditions, irrevocably undertaken to accept the Offer and to vote in favour of certain shareholder resolutions relating to the Offer.

Management Board and selected members of senior management

As at the date of the Offer Memorandum, Shares are held by the sole managing director and selected members of senior management.

Name	Ordinary Shares	Preference Shares	Depositary Receipts
Mr G. van der Scheer	0	0	779
Mr G.T.M. Linnenbank	0	0	347
Mr B. Kemp	0	0	35,770

Messrs Van der Scheer, Linnenbank and Kemp have, subject to customary conditions including the condition that the Management Board and the Supervisory Board do not revoke their recommendation of the Offer in accordance with the terms of the Merger Agreement, irrevocably undertaken to accept the Offer and to vote in favour of shareholder resolutions in connection with the Offer.

6.4 Share transactions undertaken during the past year

Supervisory Board

Other than (i) the irrevocable undertaking agreed by the Offeror with Bibiana Beheer B.V., which is controlled by Mr F.L.H. van Delft, as described in Section 3.13 (*Irrevocable Undertakings*) and (ii) Bibiana Beheer B.V. having subscribed for 12,500 (twelve thousand five hundred) Depositary Receipts as part of a private placement on 3 September 2015, no transactions in respect of Shares were undertaken by any members of the Supervisory Board during the year preceding the date of this Offer Memorandum.

Management Board

Other than (i) the irrevocable undertaking agreed by the Offeror with Mr G. van der Scheer as described in Section 3.13 (*Irrevocable Undertakings*) and (ii) Mr G. van der Scheer having received 32 (thirty-two) Depositary Receipts by way of a stock dividend on 3 June 2015, no transactions in respect of Shares were undertaken by the sole member of the Management Board during the year preceding the date of this Offer Memorandum.

6.5 Transaction costs of Royal Reesink

The costs incurred or to be incurred by Royal Reesink in relation to the Offer are expected to amount to approximately € 3,500,000 (three million five hundred thousand euro) million and comprise of fees of financial advisors, legal advisors, accountants and communications advisors. The costs will be borne by Royal Reesink.

7. INFORMATION ON THE OFFEROR

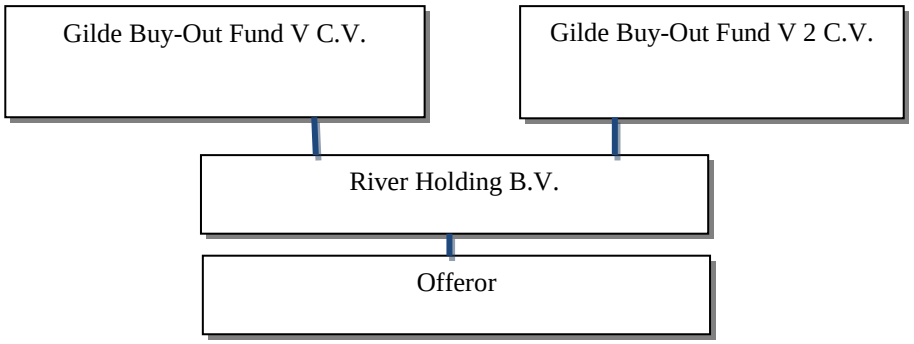
7.1 Information on the Offeror

7.1.1 *General*

The Offeror is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) duly incorporated on 22 June 2015 and validly existing under the laws of The Netherlands, having its seat (*statutaire zetel*) in Amsterdam, The Netherlands and its registered office at Herculesplein 104, 3584 AA Utrecht, The Netherlands and registered with the Dutch Commercial Register (*Handelsregister*) under number 63572451.

7.1.2 *Ownership structure as per the date of this Offer Memorandum*

The Offeror is a special purpose vehicle incorporated to complete the purchase of the Shares under the Offer. As set out in the structure chart below, the Offeror is ultimately controlled by Gilde Buy-Out Fund V C.V. and Gilde Buy-Out Fund V 2 C.V. (together "**Gilde**") The management, operation and implementation of policy of both Gilde Buy-Out Fund V C.V. and Gilde Buy-Out Fund V 2 C.V. are vested in their general partner Gilde V Management B.V.



7.1.3 *Ownership structure upon Settlement*

As set out in the structure chart below, the Offeror will upon Settlement be indirectly controlled by (i) an entity controlled by Gilde, (ii) Todlin River Participatie B.V. (an entity controlled by Todlin), (iii) Navitas and (iv) STAK (through Manco). The management, operation and implementation of policy of both Gilde Buy-Out Fund V C.V. and Gilde Buy-Out Fund V 2 C.V. are vested in their general partner Gilde V Management B.V., who manages the funds' affairs.

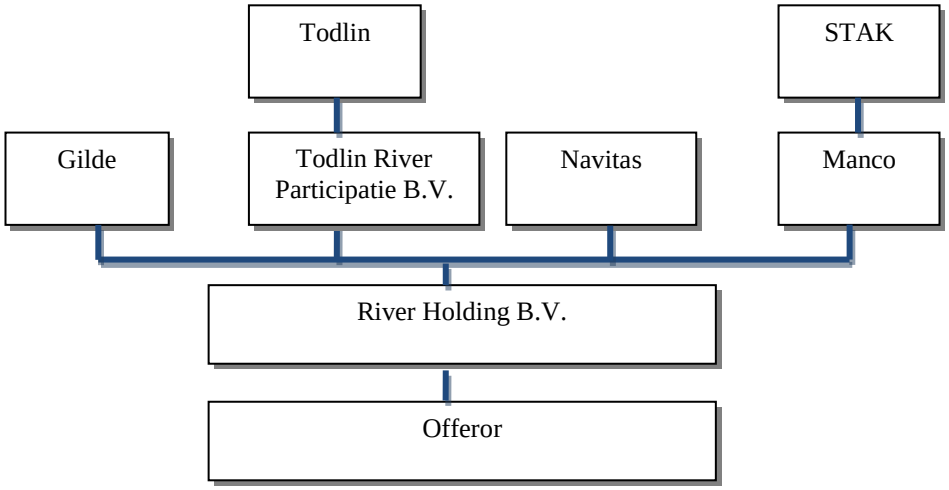
The shareholdings in River Holding B.V. will upon Settlement be as follows:

(i) Gilde: approximately 62.5% (sixty-two and a half per cent);

(ii) Todlin River Participatie B.V.: approximately 12.5% (twelve and a half per cent);

(iii) Navitas : approximately 12.5% (twelve and a half per cent);

(iv) It is envisaged that the CEO, the CFO and certain other senior executives of Royal Reesink will together hold approximately 12.5% (twelve and a half per cent) through STAK and Manco. The terms and allocation of the management participation are under discussion.



7.1.4 Pursuant to article 1:1 of the Wft, the Offeror and each of Gilde, Todlin River Participatie B.V. and Navitas and the persons referred to under Section 7.1.3(iv) to the extent they are Shareholders and become a direct or indirect holder of shares or other equity securities in the Offeror qualify as an offeror in respect of the Offer.

7.2 Capital and shares of the Offeror

The share capital of the Offeror consists of ordinary shares with a nominal value of € 0.01 (one eurocent). All ordinary shares of the Offeror are registered shares. On the date of the publication of this Offer Memorandum, one (1) ordinary share has been issued.

7.3 Management board of the Offeror

The management board of the Offeror consists of Gilde V Management B.V. The managing directors of Gilde V Management B.V. are R.M. Thole, B.T. Molenaar, M.L. Schreurs, N.R.D. Pronk, K.J. Teule, R.M. Wyss and H.F.J. Ploegmakers. Gilde V Management B.V. does not hold any Shares in the capital of the Offeror.

The Offeror does not have a supervisory board.

7.4 Depositary Receipts of Todlin and Navitas

On the date hereof, Todlin holds 154,545 Depositary Receipts and Navitas holds 85,000 Depositary Receipts. Todlin and Navitas have agreed with Gilde and the Offeror, that they shall contribute their Depositary Receipts to the Offeror as part of the consideration payable by them for their respective (indirect) interests in the Offeror. It is envisaged that Todlin and Navitas (or affiliates designated by Todlin and Navitas for this purpose) will each become an indirect shareholder of the Offeror between the Unconditional Date and the Settlement Date.

During the twelve months preceding the date hereof Todlin has effected several transactions through Alternext Amsterdam in which it acquired and disposed of Depository Receipts at share price, in which period Todlin's stake increased from 145,141 Depository Receipts to 154,545 Depository Receipts. The last transaction took place on 15 October 2015.

During the twelve months preceding the date hereof Navitas has effected several transactions through Alternext Amsterdam in which it acquired Depository Receipts at share price, in which period Navitas' stake increased to 85,000 Depository Receipts. The last transaction took place on 31 August 2015.

7.5 Information on Gilde

With offices in the Benelux and DACH region, Gilde Buy Out Partners is a leading European private equity investor in mid-market transactions. Founded in 1982, Gilde has been supporting management teams in over 100 buy out transactions. Gilde manages funds in excess of € 3 billion and has a controlling interest in

companies such as Royal Ten Cate, Enkco, Roompot, Comcave, Riri, Teleplan, Powerlines and HG. For more information, visit www.gilde.com.

7.6 Information on Todlin

Todlin is an investment fund managed by Teslin Capital Management. Todlin invests in promising listed small-caps. Based on fundamental analysis Todlin selects companies with a strong market position, healthy and growing cash flows and a proper corporate governance structure. Todlin focuses on responsible value creation in the long term and acts as an active and involved shareholder. The management board of Todlin consists of Teslin Capital Management B.V. The managing directors of Teslin Capital Management B.V. are Nellestein Management B.V., Happy Acres B.V., Cassaforte B.V., Loch Broom Management B.V. Hein van Beuningen and Maarten Hartog (both indirect managing directors of Teslin Capital Management B.V.) are the decision makers in respect of (Todlin's holding of) Todlin River Participatie B.V. For more information, please visit: www.teslin.nl.

7.7 Information on Navitas

Navitas is a privately owned investment company focused on investing in strong, medium-sized companies with growth prospects. The approach can be described as proactive and entrepreneurial, with an emphasis on creating long-term value. Navitas Capital has long term participating interests in Dutch listed and private companies with clear growth potential. The management board of Navitas consists of Vinke Amsterdam B.V. and Navitas Management B.V. The sole managing director of Navitas Management is Vinke Amsterdam B.V.. The sole managing director of Vinke Amsterdam B.V. is Jan Zeeman. For more information, please visit: www.navitascapital.nl.

7.8 Shareholder Arrangements

The Consortium and River Holding B.V. ("**Holdco**") have reached an agreement in respect of their participation in Holdco, the sole shareholder of the Offeror. The key terms of the agreement include provisions in relation to, among other things (i) the governance, including future composition of the boards of Holdco, the Offeror and Royal Reesink, (ii) the financing of the Offer and (iii) the participation of certain Royal Reesink management members in the Holdco. It is agreed that pending fulfilment of the condition precedent that all relevant merger clearances have been obtained, Gilde will remain the sole shareholders of Holdco. Upon fulfilment of the condition precedent and the subsequent written request by Holdco, the members of the Consortium will be required to draw-down their respective equity commitments to Holdco (in respect of Todlin and Navitas in accordance with Section 7.4 (*Depositary Receipts of Todlin and Navitas*)), after which Holdco shall issue shares in its capital to such members of the Consortium. The key terms other than those related to the afore-mentioned initial equity commitments by the Consortium, will become effective as of the Settlement Date.

8. FURTHER DECLARATIONS PURSUANT TO THE TAKEOVER DECREE

8.1 In addition to the other statements set out in this Offer Memorandum, the Offeror with regard to paragraphs 8.1(ii), 8.1(iv), and 8.1(vi) below, the Boards with regard to paragraphs 8.1(iii), 8.1(v) and 8.1(vii) below, and the Offeror and the Boards jointly with regard to paragraph 8.1(i) below, hereby declare as follows:

(i) There have been consultations between the Offeror and the Company regarding the Offer, which have resulted in (conditional) agreement regarding the Offer. Discussions regarding the Offer, including, but not limited to, the Offer Price, the non-financial covenants, the financing of the Offer, the Offer Conditions and the future strategy of the Group after the Settlement Date, took place between the Offeror, the Boards and their respective advisors.

(ii) With due observance of and without prejudice to the restrictions referred to in Section 1 (*Restrictions and Important Information*), the Offer applies on an equal basis to all issued Shares and is made to all Shareholders.

(iii) The Company has no direct or indirect interest in the share capital of the Offeror or the Consortium.

(iv) No securities issued by the Company are held, no transactions or agreements in respect of securities issued by the Company have been effected or have been concluded and no similar transactions have been effected in respect of securities issued by the Company during the twelve months preceding the date hereof, by the Offeror, any member of the Consortium or any legal person with whom any of them is united in one group, or any member of the board of directors of the Offeror, any member of the board of directors of any member of the Consortium, nor by any of their spouses (*echtgenoten*), registered partners (*geregistreerde partners*), under-aged children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*) within the meaning of Annex A, paragraph 2, subparagraph 5, 6 and 7 of the Takeover Decree, other than the Irrevocable Undertakings and except as set out in Section 7.4 (*Depositary Receipts of Todlin and Navitas*).

(v) No securities issued by the Company are held, no transactions or agreements in respect of securities issued by the Company have been effected or have been concluded and no similar transactions have been effected in respect of securities issued by the Company during the twelve months preceding the date hereof by any member of the Boards, nor by any of their spouses (*echtgenoten*), registered partners (*geregistreerde partners*), under-aged children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*), within the meaning of Annex A, paragraph 2, subparagraph 5, 6 and 7 of the Takeover Decree, except as set out in Section 6.3 (*Shares held by members of the Boards and selected members of senior management*) and Section 6.4 (*Share transactions undertaken during the past year*).

(vi) The costs incurred or to be incurred by the Offeror directly in connection with the Offer are expected to amount to approximately € 3,000,000 (three million euro) and comprise finance arrangement fees, bank adviser fees, Exchange Agent fees, broker commissions, legal fees, financial and tax due diligence fees, public relations and communications advice and printing. These costs will be borne by the Offeror.

(vii) As set out in Section 6.5 (*Transaction costs of Royal Reesink*), the costs of the Company's fees of legal advisors, financial advisors, accountants and communications advisors incurred and expected to be incurred in relation to the Offer amount to approximately € 3,500,000 (three million five hundred thousand euro). These costs will be borne by the Company.

9. DUTCH TAX ASPECTS OF THE OFFER

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Offer Memorandum and is subject to any changes in law and the interpretation and application thereof, which changes could have retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to accept the Offer, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of the paragraph "Taxes on Income and Capital Gains" below it is assumed that a holder of Shares, being an individual or a non-resident entity, does not have a substantial interest (aanmerkelijk belang) or a deemed substantial interest in the Company.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner, directly or indirectly has, or is deemed to have, or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5% (five per cent) or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5% (five per cent) or more of either the annual profit or the liquidation proceeds of such company. Also, an individual has a substantial interest in a company if his partner has, or if certain relatives of the individual or his partner have, a deemed substantial interest in such company. Generally, an individual or his partner or relevant relative has a deemed substantial interest in a company if either (a) such person or his predecessor has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis or (b) such person has transferred an enterprise in exchange for shares in such company on a non-recognition basis.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5% (five per cent) or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5% (five per cent) or more of either the annual profit or the liquidation proceeds of such company. Generally, an entity has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this summary refers to a holder of Shares, an individual holding Shares or an entity holding Shares, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Shares or otherwise being regarded as owning Shares for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate and gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the summary refers to "the Netherlands" or "Dutch" it refers only to the European part of the Kingdom of the Netherlands.

Investors should consult their professional advisers as to the tax consequences in connection with the Offer.

9.1 WITHHOLDING TAX

The Offer Price will be paid free of withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

9.2 TAXES ON INCOME AND CAPITAL GAINS

9.2.1 Residents

Resident entities

An entity holding Shares which is or is deemed to be resident in the Netherlands for Dutch corporate tax purposes and which is not tax exempt, will generally be subject to corporate tax in the Netherlands in respect of income or a capital gain derived from such Shares, including as a result of the acceptance of the Offer, at rates up to 25% (twenty-five per cent), unless the entity has the benefit of the participation exemption (*deelnemingsvrijstelling*) with respect to such Shares. Generally speaking, the entity holding Shares will have the benefit of the participation exemption if the entity owns at least 5% (five per cent) of the nominal paid-up share capital of the Company.

Resident individuals

An individual holding Shares who is or is deemed to be resident in the Netherlands for Dutch income tax purposes will be subject to income tax in the Netherlands in respect of income or a capital gain derived from such Shares, including as a result of the acceptance of the Offer, at rates up to 52% (fifty-two per cent) if:

(i) the income or capital gain is attributable to an enterprise from which the holder derives profits (other than as a shareholder); or

(ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, such individual will be subject to Dutch income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from Shares. The deemed return amounts to 4% (four per cent) of the value of the individual's net assets as at the beginning of the relevant fiscal year (including the Shares). Subject to application of certain allowances, the deemed return will be taxed at a rate of 30% (thirty per cent).

9.2.2 Non-residents

A holder of Shares which is not and is not deemed to be resident in the Netherlands for the relevant tax purposes will not be subject to taxation in the Netherlands on income or a capital gain derived from Shares, including as a result of the acceptance of the Offer, unless:

(i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in the Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) taxable in the Netherlands and the holder of Shares derives profits from such enterprise (other than by way of holding securities); or

(ii) the holder is an individual and the income or capital gain that qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

9.3 GIFT AND INHERITANCE TAXES

Dutch gift or inheritance taxes will not be levied in connection with the acceptance of the Offer.

9.4 VALUE ADDED TAX

There is no Dutch value added tax payable by a holder of Shares in respect of payments in consideration for the acceptance of the Offer.

9.5 OTHER TAXES AND DUTIES

There is no Dutch registration tax, stamp duty, or any other similar tax or duty payable in the Netherlands in respect of or in connection with the acceptance of the Offer.

10. NEDERLANDSE SAMENVATTING VAN HET BOD

*Dit Hoofdstuk 10 bevat de Nederlandstalige samenvatting van dit biedingsbericht (het "**Biedingsbericht**") dat is uitgegeven ter zake van het aanbevolen openbaar bod in contanten uitgebracht door de Bieder aan alle houders van (i) certificaten uitgegeven door Stichting Administratiekantoor van Aandelen Reesink ("**STAK Reesink**") voor gewone aandelen in het aandelenkapitaal van Royal Reesink N.V. ("**Royal Reesink**" of de "**Vennootschap**") gehouden door STAK Reesink (de "**Certificaten**") en (ii) geplaatste gewone aandelen in het aandelenkapitaal van Royal Reesink gehouden door en geregistreerd in het aandeelhoudersregister van Royal Reesink op naam van Royal Reesink en private partijen anders dan STAK Reesink (de "**Geregistreerde Aandelen**" en tezamen met de Certificaten, de "**Aandelen**"; houders van de Aandelen worden aangeduid als de "**Aandeelhouders**"), met inachtneming van de verklaringen, voorwaarden en beperkingen zoals beschreven in het Biedingsbericht (het "**Bod**"). De belangrijkste kenmerken van het Bod zijn beschreven in deze samenvatting.*

De gedefinieerde termen in Hoofdstuk 10 van het Biedingsbericht hebben de betekenis die daaraan wordt gegeven in Paragraaf 10.2 (Nederlandse definities). Deze Nederlandstalige samenvatting maakt deel uit van het Biedingsbericht, maar vervangt het Biedingsbericht niet. Deze Nederlandstalige samenvatting is niet volledig en bevat niet alle informatie die voor Aandeelhouders van belang zou kunnen zijn om een afgewogen oordeel te vormen omtrent het Bod.

Het lezen van deze Nederlandstalige samenvatting mag niet worden beschouwd als een alternatief voor het bestuderen van het volledige Biedingsbericht. Aandeelhouders wordt geadviseerd het volledige Biedingsbericht zorgvuldig te bestuderen en zo nodig onafhankelijk advies in te winnen teneinde zich een afgewogen oordeel te kunnen vormen omtrent het Bod, alsmede omtrent de beschrijving van het Bod in deze samenvatting en in het Biedingsbericht.

In geval van verschillen tussen deze Nederlandstalige samenvatting en de Engelstalige tekst van het Biedingsbericht, prevaleert de Engelstalige tekst.

10.1 Beperkingen en belangrijke informatie

Het Bod wordt gedaan in en vanuit Nederland met inachtneming van de verklaringen, voorwaarden en beperkingen opgenomen in het Biedingsbericht. De Bieder behoudt zich het recht voor in het kader van het Bod iedere aanmelding van Aandelen te accepteren, zelfs indien een aanmelding niet is gedaan in overeenstemming met de bepalingen zoals uiteengezet in het Biedingsbericht.

De publicatie van het Biedingsbericht en/of het uitbrengen van het Bod, kunnen in andere jurisdicties dan Nederland onderworpen zijn aan beperkingen en/of verboden zijn. Het Bod wordt niet gedaan in jurisdicties waarin het uitbrengen van het Bod of het aanvaarden daarvan niet in overeenstemming is met de in die jurisdictie geldende wet- en regelgeving en Aandelen die voor koop worden aangeboden door of namens Aandeelhouders vanuit dergelijke jurisdicties worden niet aanvaard. Echter, het aanvaarden van het Bod door Aandeelhouders die niet gevestigd zijn in Nederland zal worden aanvaard door de Bieder als een dergelijke aanvaarding in overeenstemming is met (i) de procedure voor aanvaarding zoals uiteengezet in het Biedingsbericht en (ii) de wet- en regelgeving in de jurisdictie vanuit waar een dergelijke aanvaarding wordt gedaan.

Het Biedingsbericht bevat belangrijke informatie die men zorgvuldig dient te lezen alvorens een besluit te nemen over het aanmelden van Aandelen onder het Bod. Aandeelhouders wordt aangeraden waar nodig onafhankelijk advies in te winnen. Daarnaast wordt Aandeelhouders aangeraden hun belastingadviseur te raadplegen met betrekking tot de fiscale gevolgen van het aanmelden van Aandelen onder het Bod.

Zie tevens Hoofdstuk 1 (*Restrictions and Important Information*) van het Biedingsbericht.

De informatie opgenomen op de voorpagina, pagina 2 en pagina 3 en in Paragraaf 1.1 (*Restrictions*) tot en met Paragraaf 1.3 (*Canada and Japan*), Paragraaf 2 (*Definitions*), Paragraaf 3.1 (*Introduction*) tot en met Paragraaf 3.5 (*Future governance*), Paragraaf 3.7 (*Financing of the Offer*), Paragraaf 3.9 (*Offer Conditions*) tot en met Paragraaf 3.15 (*Consequences of the Offer*), Hoofdstuk 4 (*Invitation to Shareholders*), met uitzondering van Paragraaf 4.13 (*Indicative Timetable*), Paragraaf 6.2 (*Share Price Development*), Hoofdstuk 7 (*Information on the Offeror*), Paragraaf 8.1(ii), 8.1(iv) en 8.1(vi) (*Further Declarations pursuant to the Takeover Decree*), Hoofdstuk 9 (*Dutch Tax Aspects of the Offer*) en Hoofdstuk 10 (*Nederlandse samenvatting van het Bod*) van het Biedingsbericht is uitsluitend door de Bieder verstrekt.

De informatie opgenomen in Paragraaf 3.6 (*General meeting of Shareholders of Royal Reesink*), Paragraaf 3.8 (*Decision-making and Recommendation by the Boards*), Hoofdstuk 5 (*Information regarding Royal Reesink*), Paragraaf 6.1 (*Authorized and issued share capital*), Paragraaf 6.3 (*Shares held by members of Boards*) tot en met Paragraaf 6.5 (*Transaction costs of Royal Reesink*), Paragraaf 8.1(iii), 8.1(v) en 8.1(vii) (*Further Declarations pursuant to the Takeover Decree*) en Hoofdstuk 13 (*Selected Consolidated Financial Information Royal Reesink*) en Hoofdstuk 14 (*Financial Statements 2015 of Royal Reesink*) van het Biedingsbericht is uitsluitend door Royal Reesink verstrekt.

De informatie opgenomen in Paragraaf 1.4 (*Important information*), Paragraaf 3.16 (*Employee Consultation*), Paragraaf 4.13 (*Indicative Timetable*), Paragraaf 8.1 aanhef (*Further Declarations pursuant to the Takeover Decree*), Paragraaf 8.1(i) (*Further Declarations pursuant to the Takeover Decree*), Hoofdstuk 10 (*Advisors*) and Hoofdstuk 12 (*Press Releases*) van het Biedingsbericht is door de Bieder en Royal Reesink gezamenlijk verstrekt.

Uitsluitend de Bieder en Royal Reesink zijn verantwoordelijk voor de juistheid en volledigheid van de informatie die in het Biedingsbericht is verstrekt, ieder afzonderlijk voor de informatie die door henzelf is verstrekt, en gezamenlijk voor de informatie die door hen gezamenlijk is verstrekt.

De Bieder en Royal Reesink verklaren ieder afzonderlijk ten aanzien van de informatie die door henzelf in het Biedingsbericht is verstrekt en gezamenlijk ten aanzien van de informatie die door hen gezamenlijk is verstrekt, dat de informatie in het Biedingsbericht, na het treffen van alle redelijke maatregelen om zulks te garanderen en voor zover hen redelijkerwijs bekend kan zijn, in overeenstemming is met de werkelijkheid en dat geen gegevens zijn weggelaten waarvan de vermelding de strekking van het Biedingsbericht zou wijzigen.

De informatie opgenomen in Hoofdstuk 13 (*Selected Consolidated Financial Information Royal Reesink*) is ontleend aan de geconsolideerde jaarrekeningen van Royal Reesink over de jaren geëindigd op 31 december 2013, 31 december 2014 en 31 december 2015, zoals gepubliceerd in de betreffende jaarverslagen. De onafhankelijke accountantsverklaring opgenomen in Hoofdstuk 13.6 is door Royal Reesink verkregen van Deloitte Accountants B.V. De onafhankelijke accountantsverklaring opgenomen in Hoofdstuk 13.7 is door Royal Reesink verkregen van Ernst & Young Accountants LLP. De Vennootschap bevestigt dat deze informatie accuraat is gereproduceerd uit de betreffende jaarverslagen en er zijn geen feiten achterwege gelaten waardoor de geproduceerde of ontleende informatie misleidend is. De Bieder en de Vennootschap zijn niet verantwoordelijk voor enige accountantsverklaring opgenomen in het Biedingsbericht. De geconsolideerde jaarrekeningen waaraan de geselecteerde geconsolideerde financiële informatie is ontleend zijn opgesteld overeenkomstig de in Nederland algemeen aanvaarde boekhoudprincipes (*Dutch Gaap)*. De geconsolideerde jaarrekening over het jaar geëindigd op 31 december 2015 met inbegrip van de toelichting daarop is opgenomen in Hoofdstuk 14 (*Financial Statements 2015 of Royal Reesink*).

Getallen in het Biedingsbericht kunnen naar boven of beneden zijn afgerond en dienen derhalve niet als exact te worden beschouwd.

De informatie in het Biedingsbericht geeft de situatie weer op de datum van het Biedingsbericht tenzij specifiek anders is aangegeven. Onder geen beding houden publicatie en verspreiding van het Biedingsbericht in dat de hierin opgenomen informatie ook na de datum van het Biedingsbericht juist en volledig is of dat er sinds deze datum geen wijziging is opgetreden in de in het Biedingsbericht uiteengezette informatie of in de gang van zaken bij Royal Reesink en/of haar Gelieerde Ondernemingen en/of de ondernemingen waarin Royal Reesink een aandelenbelang houdt. Het voorgaande laat echter onverlet de verplichting van de Bieder en Royal Reesink, voor zover het hen betreft, om ingevolge artikel 4 lid 3 Bob respectievelijk artikel 5:25i Wft een openbare mededeling te doen van enige voorwetenschap, voor zover van toepassing.

10.2 Nederlandse definities

In het Biedingsbericht zal een verwijzing naar gedefinieerde termen in het meervoud gelijk staan aan verwijzingen naar dergelijke gedefinieerde termen in het enkelvoud en *vice versa*. Alle grammaticale en andere veranderingen die nodig zijn bij het gebruiken van een definitie in het enkelvoud zullen worden beschouwd hierin te zijn gemaakt en zullen worden toegepast alsof zulke veranderingen zijn gemaakt.

De gedefinieerde termen in de Paragraaf 10.2 van deze samenvatting hebben de volgende betekenis in het Biedingsbericht:

"**Aanbeveling**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf

	10.9 (*Besluitvorming en Aanbeveling door de Raden*)
"**Aandeelhouder(s)**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**Aandeelhoudersbesluiten**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.7.4 (*Algemene vergadering van Aandeelhouders Royal Reesink*)
"**Aandeelhoudersfinanciering**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.8 (*Financiering van het Bod*)
"**Aandelen**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**Aangemeld Aandeel**"	betekent elk Aandeel dat voorafgaand aan of op de Sluitingsdatum op juiste wijze is aangemeld (of op onjuiste wijze, indien de Bieder de aanmelding desalniettemin heeft aanvaard) en geleverd onder het Bod
"Aangemelde, Gehouden en Toegezegde Aandelen"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.10(a)(ii) (*Voorwaarden*)
"**Aanmeldingstermijn**"	de periode waarin de Aandeelhouders hun Aandelen bij de Bieder kunnen aanmelden, welke begint op 13 april 2016 om 09:00 uur CET en eindigt op de Sluitingstijd, welke termijn kan worden verlengd in overeenstemming met artikel 15 van het Bob
"**Acceptatiedrempel**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.10(a) (*Voorwaarden*)
"**Activa Verkoop en Liquidatie**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3 (*Activa Verkoop en Liquidatie*)
"**AFM**"	de Stichting Autoriteit Financiële Markten
"**Alternatief Bod**"	heeft de betekenis die wordt gegeven aan 'Competing Offer' in 3.10.3 (*Competing Offer*)
"**AVA**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.7.4 (*Algemene vergadering van Aandeelhouders*)
"**Bedrijfsstrategie**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.6.1 (*Niet-financiële convenanten*)
"**Beëindigende Partij**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.11.2 (*Beëindiging van de Fusie-overeenkomst*)
"**Bieder**"	River Acquisition B.V., een besloten vennootschap met beperkte aansprakelijkheid, opgericht naar Nederlands recht, met statutaire zetel in Amsterdam, gevestigd aan de Herculesplein 104, 3584 AA Utrecht, Nederland en ingeschreven in het Handelsregister onder nummer 63572451
"**Bieder Geldbedrag**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(v)(A) (*Activa Verkoop*)
"**Biedingsbericht**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)

"**Biedprijs**"	een bedrag in contanten van € 101 (honderd en één euro) per Aandeel, zonder rente en onderhevig aan de inhouding van toepasselijke belastingen en verminderd met een bedrag per Aandeel gelijk aan de uitkering in contanten of aandelen of andersoortige uitkeringen op de Aandelen als een dergelijke uitkering en de registratiedatum voor een dergelijke uitkering op of voorafgaand aan de Dag van Overdracht hebben plaatsgevonden
"**Bindende Financieringsdocumentatie**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.8 (*Financiering van het Bod*)
"**Bob**"	Besluit openbare biedingen Wft
"**Bod**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**Burgerlijk Wetboek**"	het Nederlandse Burgerlijk Wetboek (BW)
"**CEO**"	Gerrit van der Scheer, de *chief executive officer* en enig statutair bestuurder van de Vennootschap
"**Certificaten**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**CET**"	Central European Time of (indien van toepassing op de betreffende datum in Nederland) Central European Summer Time
"**CFO**"	Gerwin Theodorus Maria Linnenbank, de *chief financial officer* van de Vennootschap
"**Consortium**"	de Bieder, tezamen met Gilde, Todlin en Navitas
"**Dag van Gestanddoening**"	de datum waarop de Bieder openbaar mededeelt dat het Bod gestand wordt gedaan overeenkomstig de Fusieregels. Artikel 16 lid 1 Bob bepaalt dat een dergelijke openbare mededeling zal worden gedaan binnen drie (3) Werkdagen na de Sluitingsdatum
"**Dag van Overdracht**"	de datum waarop, overeenkomstig de voorwaarden van het Bod, de Bieder de Biedprijs zal betalen aan de Aandeelhouders die op geldige wijze hun Aandelen hebben aangemeld (of op ongeldige wijze, mits de Bieder de aanmelding daarvan desalniettemin aanvaardt) en geleverd voor de Sluitingsdatum, welke datum terstond zal zijn, in elk geval niet later dan de vijfde (5^{e}) Werkdag na de Dag van Gestanddoening
"**Dochtervennootschap**"	elke vennootschap, commanditaire vennootschap, coöperatie of andere onderneming of rechtspersoon of persoon, waarover direct of indirect zeggenschap wordt uitgeoefend door de Vennootschap en/of de Bieder in de zin van artikel 2:24a van het Burgerlijk Wetboek, met dien verstande dat de Vennootschap nimmer als Dochtervennootschap van de Bieder zal worden aangemerkt
"**€**"**of** "**Euro**"	de euro, het wettig betaalmiddel in de lidstaten van de Europese Monetaire Unie
"**Euronext Amsterdam**"	Euronext in Amsterdam, de gereglementeerde markt van

	Euronext Amsterdam N.V.
"**Exclusiviteitperiode**"	de periode die begint op de datum van de Fusie-overeenkomst en eindigt op (i) de datum waarop de Fusie-overeenkomst is beëindigd overeenkomstig Paragraaf 10.11 (*Beëindiging van de Fusie-overeenkomst*), of (ii) de Dag van Overdracht, welke datum eerder is
"**Fairness Opinie**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.9 (*Besluitvorming en Aanbeveling door de Raden*)
"**Fusie-overeenkomst**"	de fusie-overeenkomst zoals overeengekomen tussen de Bieder en de Vennootschap op 7 februari 2016
"**Fusieregels**"	alle toepasselijke wet- en regelgeving, inclusief maar niet beperkt tot de toepasselijke artikelen van de Wft en het Bob, alsmede nadere regelgeving en beleidsregels afgekondigd onder de Wft en het Bob, het reglement van Euronext Amsterdam, het Burgerlijk Wetboek en andere toepasselijke wet- en regelgeving op het gebied van het effectenrecht en het mededingingsrecht
"**Gedeeltelijke Koopprijs**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(iv) (*Activa Verkoop*)
"**Gedeeltelijke Overdracht**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(iii) (*Activa Verkoop*)
"**Gelieerde Ondernemingen**"	betekent in relatie tot de Bieder en/of de Vennootschap, elke vennootschap, commanditaire vennootschap, coöperatie of andere onderneming of rechtspersoon of persoon die direct of indirect zeggenschap uitoefent op de Bieder en/of de Vennootschap danwel waarover de Bieder en/of de Vennootschap zeggenschap hebben, met inbegrip van dochtervennootschappen en groepsvennootschappen in de zin van artikel 2:24a en 2:24b van het Burgerlijk Wetboek respectievelijk. De portfolio bedrijven van de private equity fondsen gelieerd aan de Bieder worden geacht geen Gelieerde Ondernemingen te zijn.
"**Geregistreerde Aandelen**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**Gilde**"	Gilde Buy-Out Fund V C.V. en Gilde Buy-Out Fund V 2 C.V.
"**Gewijzigde Faciliteit**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.8 (*Financiering van het Bod*)
"**Groep**"	op het betreffende tijdstip, de Vennootschap en aan haar Gelieerde Ondernemingen, met uitzondering van de Bieder en een of meer van zijn houdstermaatschappijen of management ondernemingen of *private equity* fondsen na de Overdracht
"**Herstructureringsmaatregel na Overdracht**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.15 (*Herstructureringsmaatregelen na Overdracht*)
"**Hoofdstuk**"	een hoofdstuk uit dit Biedingsbericht
"**Koopprijs**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf

	10.14.3(ii) (*Activa Verkoop*)
"Koopprijs voor de Minderheidsaandeelhouder"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(v)(B) (*Activa Verkoop*)
"Liquidatie Uitkeringen"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(viii) (*Activa Verkoop*)
"Manco"	de nog op te richten besloten vennootschap met beperkte aansprakelijkheid of andere entiteit in het kader van de beoogde participatie door bepaalde managers van Royal Reesink in River Holding B.V.
"**Materieel Negatieve Verandering**"	elke verandering, gebeurtenis, omstandigheid of effect (elk een "**Verandering**"), die individueel of in samenhang met alle andere Veranderingen die zich hebben voorgedaan tussen de datum van de Fusie-overeenkomst en de datum van dit Biedingsbericht of de Sluitingsdatum of uitgestelde Sluitingsdatum, waarvan redelijkerwijs kan worden verwacht dat dit materieel negatief is voor de bedrijfsvoering, de activa, passiva, de financiële- of handelspositie van de Groep of de kapitalisatie van de Groep, als geheel beschouwd, waardoor redelijkerwijs niet van de Bieder verwacht kan worden dat het Bod wordt uitgebracht of gestand wordt gedaan, met dien verstande dat voor de vaststelling of sprake is geweest of zal zijn van een Materieel Negatieve Verandering, de hierna genoemde Veranderingen niet zullen worden meegenomen: (a) elke verandering in een economie of financiële markt in het algemeen, of delen van een economie of financiële markt, welke, direct of indirect, de bedrijfsvoering van de Groep beïnvloedt; (b) elke verandering in bedrijfsklimaat of omstandigheden van een industrie die niet disproportioneel de activiteiten van de Groep beïnvloedt; (c) elk(e) natuurramp, pandemie, terroristische daad, sabotage, gewapende vijandigheid, militair optreden (waaronder mede wordt verstaan, militair optreden in Syrië, Iran, Jemen en Oekraïne), of de escalatie of verergering hiervan; (d) elke ontwikkeling omtrent de Europese Unie, haar lidstaten (waaronder lidstaten die een dergelijke unie of een deel daarvan verlaten) en de Eurozone (waaronder lidstaten die een dergelijke zone (moeten) verlaten of welke in gebreke blijven met de terugbetaling van haar leningen); (e) enige tekortkoming van de Vennootschap of de Groep in de nakoming van interne of gepubliceerde winstverwachtingen, opbrengst- of inkomstenvoorspellingen, (met dien verstande dat de onderliggende oorzaak voor genoemde tekortkoming meegewogen mag worden bij het bepalen of er sprake is van een Verandering);

(f) elke Verandering veroorzaakt door een handelen of nalaten van de Bieder, voor of na de datum van de Fusie-overeenkomst, waaronder mede wordt verstaan, ieder handelen door de Vennootschap of enig onderdeel van de Groep met de schriftelijke toestemming van de Bieder, of op aanwijzingen van de Bieder (of ieder nalaten waar genoemde toestemming niet is verleend) of naleving van de Vennootschap van de bepalingen, of het handelen als vereist door de bepalingen van de Fusie-overeenkomst, behalve voor zover een Verandering veroorzaakt is door een handelen of nalaten door de Bieder als reactie op een niet-nakomen van de Fusie-overeenkomst door de Vennootschap;

(g) elke aangelegenheid die bekend is of bekend zou moeten zijn bij de Bieder of haar adviseurs, voorafgaand aan de datum van de Fusie-overeenkomst, als gevolg van rechtmatige openbaring hiervan bij het *due dilligence* onderzoek of door openbaring in het publieke domein, voorafgaand aan de datum van de Fusie-overeenkomst, waaronder begrepen informatie ingediend door een onderdeel van de Groep bij een openbaar register of informatie die openbaar op is basis van de toepasselijke wet of reglementen;

(h) het aankondigen, doen en implementeren van het Bod;

(i) het niet-nakomen van de Fusie-overeenkomst of de wet door de Bieder; en

(j) elke verandering in wetgeving, reglementen, financiële verslaggevingsstandaarden, dan wel een wijziging van de interpretatie daarvan, na de datum van de Fusie-overeenkomst.

"**Materieel Tekortschieten**" heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.11.4 (*Beëindiging van de Fusie-overeenkomst*)

"**Mededingingsautoriteit**" heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.10(b)(i) (*Voorwaarden*)

"**Minderheidsaandeelhouders**" heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(v)(B) (*Activa Verkoop*)

"**Na-Aanmeldingstermijn**" een periode na de Aanmeldingstermijn waarin Aandelen die niet zijn aangemeld mogen worden aangemeld bij de Bieder op zelfde manier en onder dezelfde voorwaarden als in het Biedingsbericht

"**Navitas**" Navitas B.V.

"**Nederlandse Corporate Governance Code**" de Nederlandse corporate governance code (zoals deze luidt van tijd tot tijd) zoals vastgesteld op basis van artikel 2:391 lid 5 van het Burgerlijk Wetboek

"**Netto Geldbedrag**" heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(v)(B)(1) (*Activa Verkoop*)

"**Niet-Financiële Convenanten**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.6 (*Niet-Financiële Convenanten*)
"**Omwisselkantoor**"	SNS Securities N.V.
"**Onafhankelijke Commissarissen**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf10.7.2(ii)(B) (*Samenstelling Raad van Commissarissen*)
"**Onderneming**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3 (*Activa Verkoop*)
"**Ondernemingsraad**"	betekent de centrale ondernemingsraad van de Groep
"**Optieovereenkomst**"	de cumulatief preferente aandelen call optie overeenkomst tussen Stichting Continuiteit Reesink en de Vennootschap
"**Overdracht**"	de verkrijging van de Aangemelde Aandelen door de Bieder tegen voldoening van de Biedprijs door de Bieder aan de Aandeelhouders voor elk Aangemeld Aandeel
"**Paragraaf**"	een paragraaf uit dit Biedingsbericht
"**Pon**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.8 (*Financiering van het Bod*)
"**Raad van Bestuur**"	de raad van bestuur van de Vennootschap
"**Raad van Commissarissen**"	de raad van commissarissen van de Vennootschap
"**Raden**"	de Raad van Bestuur en de Raad van Commissarissen
"**Schuldfinanciering**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.8 (*Financiering van het Bod*)
"**Sluitingsdatum**"	de datum waarop de Sluitingstijd plaatsvindt, welke in overeenstemming met artikel 15 van het Bob kan worden verlengd
"**Sluitingstijd**"	de datum en het tijdstip waarop de aanmeldingstermijn onder het Bod verloopt, namelijk om 17:40 uur CET op 7 juni 2016, of een dusdanig latere datum en tijdstip, indien de aanmeldingstermijn onder het Bod wordt verlengd in overeenstemming met artikel 15 van het Bob
"**Standpuntbepaling**"	een standpuntbepaling van de Raden met betrekking tot het Bod en in overeenstemming met artikel 18 lid 2 van het Bob, die geen deel uitmaakt van het Biedingsbericht
"**STAK**"	de nog op te richten stichting of andere entiteit in het kader van de beoogde participatie door bepaalde managers van Royal Reesink in River Holding B.V.
"**STAK Reesink**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**Sturingscommissie**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.9 (*Besluitvorming en Aanbeveling door de Raden*)
"**Tekortschietende Partij**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.11.4

"**Todlin**"	Todlin N.V.
"**Toegelaten Instelling**"	instelling die is toegelaten tot Euronext Amsterdam
"**Toezeggingen**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.13 (*Toezeggingen*)
"**Uitgestelde Sluitingsdatum**"	is de datum waarop de Sluitingstijd plaatsvindt in het geval de aanmeldingstermijn onder het Bod wordt verlengd in overeenstemming met artikel 15 van het Bob
"**Vennootschap**" of "**Royal Reesink**"	heeft de betekenis die daaraan wordt gegeven in de inleiding van Hoofdstuk 10 (*Nederlandse Samenvatting van het Bod*)
"**Vordering**"	heeft de betekenis die daaraan wordt gegeven in Paragraaf 10.14.3(v)(A) (*Activa Verkoop*)
"**Voorwaarden**"	betekent de voorwaarden voor het Bod zoals beschreven in Paragraaf 10.10 (V*oorwaarden*)
"**Werkdag**"	betekent een dag, anders dan een zaterdag of zondag, waarop banken in Nederland en Euronext Amsterdam in het algemeen geopend zijn
"**Wft**"	De Nederlandse Wet op het financieel toezicht

10.3 Uitnodiging aan de Aandeelhouders

Op 8 februari 2016 hebben de Bieder en Royal Reesink gezamenlijk aangekondigd dat zij voorwaardelijke overeenstemming hebben bereikt over de belangrijkste voorwaarden van het voorgenomen openbare bod van de Bieder op de Aandelen voor een biedprijs in contanten van € 101 (honderd en één euro) per Aandeel. Zie tevens Hoofdstuk 12 (*Press Releases*).

Onder verwijzing naar de verklaringen, voorwaarden en beperkingen zoals opgenomen in Hoofdstuk 1 (*Restrictions and Important Information*) worden Aandeelhouders uitgenodigd om hun Aandelen aan te bieden op de wijze en onder de voorwaarden zoals in het Biedingsbericht beschreven.

10.4 Bod

De Bieder doet een Bod tot koop van alle Aandelen, onder de voorwaarden en conform de bepalingen en beperkingen in het Biedingsbericht.

Op voorwaarde dat het Bod gestand wordt gedaan, zal aan de Aandeelhouders die hun Aandelen onder het Bod op geldige wijze hebben aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding daarvan desalniettemin aanvaardt) de Biedprijs in contanten worden betaald. Indien op of tussen de datum van het Biedingsbericht en de Dag van Overdracht een uitkering in contanten of in aandelen of een andersoortige uitkering plaatsvindt en de registratiedatum voor een dergelijke uitkering op of voorafgaand aan de Dag van Overdracht ligt, dan zal de Biedprijs per Aandeel worden verminderd met het bedrag per Aandeel gelijk aan de uitkering in contanten of in aandelen of andersoortige uitkering per Aandeel. Als na de Dag van Overdracht, een uitkering in contanten of in aandelen of een andersoortige uitkering plaatsvindt op de Aandelen, dan zal de Biedprijs per Aandeel waartoe de overblijvende Aandeelhouders gerechtig zijn onder het Bod worden verminderd met het bedrag per Aandeel gelijk aan de uitkering in contanten of in aandelen of andersoortige uitkering per Aandeel.

Bij het vaststellen van de Biedprijs heeft de Bieder zorgvuldig de geschiedenis en vooruitzichten van Royal Reesink in overweging genomen, daaronder mede inbegrepen een analyse van de historische financiële informatie en eventuele toekomstige ontwikkelingen met betrekking tot winstgevendheid van de Vennootschap, kasstromen, de balans afkomstig uit (a) de tussentijdse financiële verslagen en jaarstukken van Royal Reesink, de presentaties van analisten en persberichten (b) de historische marktwaarde van de Aandelen in de periode van 6 februari 2015 tot en met 5 februari 2016 (de laatste handelsdag voorafgaand aan de bekendmaking van de voorlopige belangstelling in Royal Reesink op 8 februari 2016) en (c) *broker* rapporten

in de periode van 1 januari 2015 tot en met 5 februari 2016. Zie tevens Paragraaf 3.2 (*Substantiation of the Offer Price*).

10.5 Motivering van het Bod

De combinatie van de Bieder en de Vennootschap zal de Groep helpen haar Bedrijfsstrategie te kunnen realiseren, om het daarmee mogelijk te maken te investeren in haar bestaande divisies en om zo, als onderdeel van een effectieve *Buy and Build* strategie, haar divisies verder te versterken door overnames. De vrije kasstromen van de Vennootschap zullen beschikbaar zijn voor herinvestering ter financiering van het bedrijf en de strategie van de Vennootschap.

Met de Bieder als haar aandeelhouder zal de Vennootschap ruim toegang hebben tot liquiditeit ten behoeve van waardeoptimalisatie van de Onderneming op de lange termijn. Deze focus op waardecreatie zal een positief effect hebben op de commerciële relaties met onder meer producenten van machines en de distributeurs.

De Bieder brengt uitgebreide ervaring mee en heeft een sterk *track record* in het ondersteunen van management teams bij de uitvoering van hun *business* plannen. De Bieder heeft een helder beeld van hoe de markten werken waarin de Groep opereert. Bovendien creëert de transactie voor de Aandeelhouders de mogelijkheid om hun Aandelen te verkopen voor een hogere prijs dan de marktwaarde van de Aandelen op de laatste handelsdag voorafgaand aan de bekendmaking van de belangstelling van de Bieder in Royal Reesink op maandag 8 februari 2016; dit tegen de achtergrond van de markt die als relatief illiquide is aan te merken met lage handelsvolumes.

De Bieder en de Vennootschap zijn van mening dat het opereren als een private onderneming, met steun van het Consortium, significante voordelen zal bieden aan de Vennootschap en stelt haar management team in staat de uitvoering van de Bedrijfsstrategie te versnellen. Concreet betekent dit:

(a) volledige ondersteuning van de *buy and build* strategie van de Groep;

(b) een consortium bestaande uit ervaren in Nederland gevestigde investeerders met een lange termijn investeringsfocus dat goed gepositioneerd is om Royal Reesink te helpen met sterke financiële steun, expertise en ondersteuning haar volledige potentie te realiseren; en

(c) een consortium dat als doel heeft om het voortdurend leiderschap van Royal Reesink veilig te stellen in haar bestaande divisies.

Het Bod past binnen de strategie van de leden van het Consortium om te investeren in middelgrote bedrijven met een sterke marktpositie en groeipotentieel.

10.6 Niet-financiële convenanten

De Bieder en de Vennootschap zijn bepaalde niet-financiële convenanten overeengekomen als weergegeven in deze Paragraaf 10.6 (*Niet-financiële convenanten*) (de "**Niet-Financiële Convenanten**"):

10.6.1 *Bedrijfsstrategie*

(i) De Bieder zal de bedrijfsstrategie van de Vennootschap, inhoudende het stimuleren van (i) autonome groei en (i) groei door middel van acquisities (de "**Bedrijfsstrategie**") ondersteunen en respecteren, zoals beschreven in het geconsolideerde jaarverslag van de Vennootschap van het financiële jaar 2014 en de presentatie van de Vennootschap genaamd "*Introduction and Strategic plan Royal Reesink*" van oktober 2015, om een essentiële schakel te worden in de distributieketen, allereerst door middel van het vertalen van terugkoppeling uit de markt in innovatieve en duurzame oplossingen voor de leveranciers en producenten van de Groep en, ten tweede, door middel van het ondersteunen van distributeurs en afnemers bij de exploitatie van hun ondernemingen.

(ii) Het realiseren van de Bedrijfsstrategie omvat:

Autonome groei

(A) de uitbreiding naar andere regio's of landen, het betreden van opkomende markten en aangrenzende markten door het uitbreiden van het productassortiment van de Groep;

(B) het uitrollen van bestaande activiteiten naar andere regio's of landen;

(C) de autonome groei door middel van het creëren van synergieën, *cross-selling*, *cross-rental* en participaties in distributeurs alsmede de ontwikkeling van innovatieve oplossingen en concepten met een duurzaam karakter;

(D) de verdere versterking van de voorkeurspositie van de Groep bij de belangrijkste producenten van machines;

(E) de versterking van de huidige portfolio van product-, markt- en technologieposities;

(F) de organisatie van de financieringsmogelijkheden voor afnemers in samenwerking met leasemaatschappijen, als alternatief voor de traditionele financieringsmogelijkheden van afnemers;

(G) het behoud en de ontwikkeling van in-house kennis van de markten waarin de Groep opereert, haar producten en afnemers, door het aanbieden van loopbaanbegeleiding en diverse gerichte opleidingsmogelijkheden aan werknemers; en

Buy and build growth

(H) de uitbreiding naar andere regio's of landen, het betreden van opkomende markten en aangrenzende markten door middel van acquisities.

(iii) De Bieder bevestigt en zal zich redelijkerwijs inspannen om te zorgen dat:

(A) de activiteiten van de Groep vrijwel ongewijzigd zullen worden gehandhaafd, rekening houdende met de verwezenlijking van de Bedrijfsstrategie;

(B) niet een substantieel deel van de activiteiten van de Groep wordt verkocht of overgedragen (direct of indirect, hetzij door een verkoop van aandelen of activa of anderszins, hetzij in een enkele transactie of een reeks van verbonden transacties) aan enig persoon indien een dergelijke verkoop of overdracht tot gevolg heeft dat de geconsolideerde jaarlijkse omzet van de Groep vermindert met meer dan 10% (tien procent), berekend op basis van de meest recent vastgestelde geconsolideerde jaarrekening van de Groep op het moment van een dergelijke verkoop of overdracht;

(C) de Groep haar vrijheid behoudt om zaken te doen met (nieuwe) producenten van machines die passen binnen de Bedrijfsstrategie;

(D) de grote merken en productnamen van de Groep in alle relevante markten en de namen van de Gelieerde Ondernemingen ongewijzigd zullen blijven; en

(E) de scheiding van Reesink Green Equipment in aparte afdelingen door middel van *Chinese walls* zal worden gehandhaafd.

(iv) Financiële ondersteuning voor autonome groei en *buy and build growth*

(A) Als onderdeel van zijn steun voor de *buy and build* strategie, zal de Bieder toestaan dat de Groep investeert in de divisies en deze divisies, naast verbeteringen en/of investeringen in de bestaande business, verder mogen worden versterkt door middel van overnames.

(B) De Bieder erkent dat de Groep waarschijnlijk extra kapitaal nodig heeft om *add-on* overnames na te streven als onderdeel van haar *buy and build* strategie. De Bieder neemt zich voor extra eigen vermogen beschikbaar te stellen en bevestigt dat zij voldoende eigen vermogen heeft in dat geval om dit soort *add-on* overnames te financieren door middel van een gebalanceerde combinatie van schuld en eigen vermogen.

(C) De vrije kasstromen van de Groep zullen, na zorgvuldige overweging van de bepalingen en voorwaarden van de schuldarrangementen van de Groep van tijd tot tijd,

ter beschikking worden gesteld voor herinvestering om de activiteiten en strategie van de Groep te financieren.

(D) Ieder streven naar autonome groei of acquisities (met inbegrip van de financiering daarvan) zoals omschreven in deze Paragraaf 10.6 (*Niet-financiële convenanten*), is onderworpen aan het toepasselijke goedkeuringsbeleid van de Groep en de (financiële) paramaters die van toepassing zijn van tijd tot tijd.

10.6.2 *Governance*

(i) De Bieder bevestigt en zal zich redelijkerwijs inspannen om te zorgen dat:

(A) tenzij anders is beoogd door de Fusie-Overeenkomst en dit Biedingsbericht, de Vennootschap een separate rechtspersoon en organisatie blijft en het op haar van toepassing zijnde structuurregime wordt gehandhaafd. De Vennootschap zal houdstermaatschappij blijven van haar dochterondernemingen en activiteiten die zij van tijd tot tijd heeft;

(B) de Groep haar eigen werk - en rapportagestructuur zal blijven houden;

(C) de Raad van Bestuur verantwoordelijk blijft voor het besturen van de houdstermaatschappij van de Groep, haar dochterondernemingen en activiteiten;

(D) het de Groep is toegestaan om haar identiteit en bedrijfscultuur te behouden, alsmede dat de handelsnaam van de houdstermaatschappij van de Groep de naam "Reesink" zal blijven omvatten en de Vennootschap zal zich redelijkerwijs inspannen om toestemming te verkrijgen om "Royal" ofwel "Koninklijke" in haar handelsnaam te handhaven (erkennende dat noch de Bieder noch de Vennootschap invloed heeft over of de Vennootschap het recht behoudt om "Royal" of "Koninklijke" in haar handelsnaam mag blijven gebruiken);

(E) het hoofdkantoor van de Groep, haar centrale management en de belangrijkste ondersteunende functies in de regio Apeldoorn, Nederland zullen blijven; en

(F) de Bieder de afspraken zoals opgenomen in Paragraaf 10.6.10 (*Naleving van de niet-financiële convenanten*), 10.7.2 (*Samenstelling Raad van Commissarissen*) en Paragraaf 10.7.3 (*Nederlandse Corporate Governance Code*) zal respecteren.

10.6.3 *Financiering en uitkeringen*

(i) De Bieder zal zorgen dat de Groep gedegen gefinancierd blijft om zo de continuïteit van de onderneming en de uitvoering van de Bedrijfsstrategie te waarborgen.

(ii) Voor de beoordeling of de Groep 'gedegen gefinancierd' is in overeenstemming met Paragraaf 10.6.3(i) (*Financiering en uitkeringen*):

(A) zal het vermogen van de Groep om (i) ruimte onder haar financieringsarrangementen te behouden om investeringen aan het einde van het jaar in machines te doen en (ii) de positie van de Vennootschap als geloofwaardige garantiegever voor de verplichtingen van haar Gelieerde Ondernemingen ten gunste van leveranciers van machines goed in ogenschouw worden genomen; en

(B) zal de Groep geen nieuwe financieringsarrangementen aangaan, danwel de bestaande financieringsarrangementen wijzigingen als gevolg waarvan de *leverage ratio* van de Groep, met inbegrip van schuld aangegaan en/of gegarandeerd en/of bezwaard door activa van een lid van de Groep, direct volgend op een trekking onder zulke financieringsarrangementen, groter zal worden dan 4,2 keer het genormaliseerde LTM EBITDA. Voor dit doel zullen de '*leverage ratio*' en 'genormaliseerde *LTM EBITDA*' worden berekend in overeenstemming met de Schuldfinanciering, rekening houdende met zowel bedragen geleend door de Groep en bedragen geleend door de Bieder onder de financieringsarrangementen zoals omschreven daarin en/of de financieringsarrangementen van de Groep van tijd tot tijd.

(iii) De Bieder en de Vennootschap zijn overeengekomen dat de Vennootschap geen dividend zal uitbetalen of andere uitkeringen zal doen.

10.6.4 *Minderheidsaandeelhouders*

(i) De Bieder zal na de Overdracht zorgen dat de Vennootschap en zal redelijke inspanningen leveren om te zorgen dat een lid van de Groep niet een van de volgende acties zal ondernemen:

(A) het uitgeven van nieuwe aandelen aan welke persoon dan ook (niet zijnde een lid van de Groep), tegen betaling, zonder het aanbieden van voorkeursrechten aan minderheidsaandeelhouders van de Vennootschap;

(B) het overeenkomen en aangaan van een *related party* transactie met een materiële aandeelhouder van de Vennootschap die niet *at arm's length* is;

(C) het overeenkomen en aangaan van een transactie met een persoon die niet *at arm's length* is;

(D) het uitoefenen van enig andere transactie die disproportioneel de waarde van de Aandelen of de rechten van minderheidsaandeelhouders van de Vennootschap aantasten; en

(E) noch de Bieder noch een van haar Gelieerde Ondernemingen zullen de Vennootschap beheerskosten (*management fees*), of andere kosten in verband met het houden van vennootschappen die niet gelieerd zijn aan de Vennootschap in rekening brengen en de Vennootschap zal noch de Bieder noch haar Gelieerde Ondernemingen dergelijke kosten betalen.

(ii) De Bieder zal geen actie ondernemen noch stemmen voor enig besluit welke de waarde van, of de rechten gerelateerd aan, de Aandelen van de minderheidsaandeelhouders in de Vennootschap onevenredig benadelen.

(iii) Paragraaf 10.6.3(iii) en 10.6.4 zijn onderhevig aan en doen geen afbreuk aan de transacties zoals voorzien in de Fusie-overeenkomst en dit Biedingsbericht, alsmede de bepalingen en voorwaarden van de financieringsarrangementen van de Groep van tijd tot tijd.

10.6.5 *Werknemers*

(i) De Bieder zal zorgen dat:

(A) bestaande afspraken met de relevante ondernemingsraad van de Groep en de relevante vakbonden die aan de Bieder bekend zijn gemaakt voorafgaand aan het aangaan van de Fusie-overeenkomst zullen worden gerespecteerd en niet eenzijdig worden aangepast;

(B) er geen reorganisatie,herstructureringsplan of een vermindering van het aantal werknemers van de Groep zal zijn als een gevolg van het Bod;

(C) de bestaande rechten en aanspraken van de werknemers van de Groep zullen worden gerespecteerd, met inbegrip van bestaande rechten en aanspraken onder hun arbeidsovereenkomsten, prestatiestimuleringsplan, collectieve arbeidsovereenkomsten en sociale plannen, en met inbegrip van bestaande rechten en aanspraken onder bestaande convenanten gemaakt ten gunste van de relevante ondernemingsraad van de Groep en de vakbonden;

(D) pensioenafspraken van bestaande en ex-werknemers van de Groep zullen worden gerespecteerd; en

(E) de Bieder zal toestaan dat de Vennootschap de opleiding en andere plannen om de loopbaanontwikkeling binnen de Groep te faciliteren ondersteunt.

(ii) De Bieder bevestigt dat zij grote waarde heeft gehecht aan het behoud van senior management, persoonlijke ontwikkeling en training, en zal toestaan dat de Vennootschap maatregelen neemt ter behoud van senior management alsmede ter ondersteuning van mogelijkheden voor management en personeel van de Vennootschap door middel van ontwikkeling van vaardigheden en verbetering van internationale carrièremogelijkheden.

10.6.6 *Overdracht aan derden*

In het geval dat de Bieder of een lid van de Groep, de Groep of wezenlijk alle activa van de Groep (door een enkele transactie of een serie van gerelateerde transacties) verkoopt of overdraagt (direct of indirect, door een verkoop of overdracht van aandelen of activa of op enige andere wijze) aan een derde, zal de Bieder zorgen dat een dergelijke derde partij, voorgaand aan een dergelijke verkoop of overdracht, niet-financiële convenanten zal aangaan die wezenlijk hetzelfde zullen zijn als de Niet-Financiële Convenanten uit deze Paragraaf 10.6 (*Niet-financiële convenanten*), voor zover deze niet-financiële convenanten niet zijn vervallen overeenkomstig Paragraaf 10.6.7 (*Duur*).

10.6.7 *Duur*

De specifieke convenanten als genoemd in deze Paragraaf 10.6 (*Niet-financiële convenanten*) komen als volgt te vervallen:

(a) de convenanten in Paragraaf 10.6.4 *(Minderheidsaandeelhouders)*: op de eerdere datum van (A) de datum waarop geen van de Aandelen worden gehouden door derden anders dan de Bieder of zijn Gelieerde Ondernemingen of (B) de datum waarop de Ondernemingskamer de prijs, welke krachtens de verplichte uitkoopprocedure door de Bieder aan de andere Aandeelhouders moet worden voldaan, heeft vastgesteld overeenkomstig artikel 2:92a, 2:201a of 2:359c(6) van het Burgerlijk Wetboek; of

(b) de convenanten in elke andere Paragraaf van deze Paragraaf 10.6 (*Niet-financiële convenanten*)*:* drie (3) jaar na de Dag van Overdracht.

10.6.8 *Afwijking*

Een afwijking van de convenanten uiteengezet in deze Paragraaf 10.6 (*Niet-financiële convenanten*) is alleen toegestaan na de voorafgaande goedkeuring van de Raad van Commissarissen, inclusief een stem ten gunste van een dergelijke goedkeuring van minstens één (1) Onafhankelijke Commissaris.

10.6.9 *Aanspraken en naleving*

De convenanten, bevestigingen en verplichtingen van de Bieder uiteengezet in deze Paragraaf 10.6 (*Niet-financiële convenanten*) zijn gedaan jegens de Vennootschap en door middel van een onherroepelijk derdenbeding om niet, jegens elk van de Onafhankelijke Commissarissen, ongeacht of deze commissaris in dienst is of is ontslagen, op voorwaarde dat na ontslag, de relevante ontslagen Onafhankelijke Commissaris de aanspraken van een dergelijke derdenbeding om niet moet overdragen aan een nieuwe Onafhankelijke Commissaris in functie, tenzij het ontslag succesvol is aangevochten door de betreffende Onafhankelijke Commissaris. De Bieder gaat hierbij bij voorbaat akkoord met een dergelijke overdracht. De Vennootschap zal alle kosten en uitgaven dragen gemaakt in verband met handhaving door een Onafhankelijke Commissaris krachtens deze Paragraaf 10.6.9 (*Aanspraken en naleving*).

10.6.10 *Naleving van de niet-financiële convenanten*

De Bieder heeft zich verplicht tot het naleven van de niet-financiële convenanten zoals beschreven in deze Paragraaf 10.6 (*Niet-financiële convenanten*). Royal Reesink kan het naleven van de Niet-Financiële Convenanten door de Bieder afdwingen, in welk geval Royal Reesink slechts vertegenwoordigd mag worden door een van de Onafhankelijke Commissarissen. De Onafhankelijke Commissarissen hebben niet de bevoegdheid om het recht om Royal Reesink te vertegenwoordigen voor wat betreft het afdwingen van het naleven van de niet-financiële convenanten jegens de Bieder of enige ander persoon te delegeren.

10.7 Toekomstige Governance

10.7.1 *Samenstelling Raad van Bestuur*

Per datum Biedingsbericht, bestaat de Raad van Bestuur uit de CEO die na de Overdracht aan zal blijven als enig lid van de Raad van Bestuur en de CFO zal na de Overdracht zijn functie blijven vervullen.

10.7.2 *Samenstelling Raad van Commissarissen*

(i) Zowel de Bieder als de Vennootschap zullen zich redelijkerwijs naar beste kunnen inspannen, onder meer door middel van hun stem ten gunste van een overeengekomen (voorstel voor een) voordracht of benoeming van een commissaris, aanvaarding van het aftreden van een lid van de Raad van Commissarissen en hun stem ten gunste van een ontslag van een lid van de Raad van Commissarissen, om te zorgen dat de Raad van Commissarissen als volgt zal zijn samengesteld na de Overdracht:

(A) de heer B.T. Molenaar, de heer H.A. van Beuningen en de heer A. Hendrikse die zijn voorgedragen voor benoeming door de Bieder; en

(B) de heer C.P. Veerman en mevrouw R.M. Bergkamp zullen aanblijven als leden van de Raad van Commissarissen en de heer C.P. Veerman zal, vanaf de Dag van Overdracht, aanblijven als voorzitter van de Raad van Commissarissen.

(ii) Behoudens de bepalingen van de Fusie-overeenkomst en toepasselijk recht, is de Bieder bevoegd naar zijn goeddunken, vanaf de Overdracht, te zorgen voor opvolgende benoemingen en ontslag van leden van de Raad van Commissarissen, mits de Bieder zal zorgen dat tot het latere van (i) drie (3) jaren en (ii) op de eerdere datum van (A) de datum waarop geen van de Aandelen worden gehouden door derden anders dan de Bieder of zijn Gelieerde Ondernemingen en (B) de datum waarop de Ondernemingskamer de prijs, welke krachtens de uitkoopprocedure door de Bieder aan de andere Aandeelhouders moet worden voldaan, heeft vastgesteld in overeenstemming met artikel 2:92a, 2:201a of 2:359c(6) van het Burgerlijk Wetboek:

(A) de Raad van Commissarissen uit niet meer dan vijf (5) leden zal bestaan;

(B) twee (2) onafhankelijke leden deel zullen uitmaken van de Raad van Commissarissen (de "**Onafhankelijke Commissarissen**"), zijnde de heer C.P. Veerman en mevrouw R.M. Bergkamp, dan wel hun opvolgers, waarbij 'onafhankelijk' de betekenis heeft als beschreven in de Nederlandse Corporate Governance Code, met dien verstande dat een Onafhankelijke Commissaris niet langer een Onafhankelijke Commissaris zal zijn voor de toepassing van dit Biedingsbericht en gehouden zal zijn af te treden als lid van de Raad van Commissarissen op het moment dat een Onafhankelijke Commissaris niet langer 'onafhankelijk' is in de zin van de Nederlandse Corporate Governance Code of, direct of indirect, een aandelenbelang of vergelijkbaar belang in de Vennootschap verkrijgt;

(C) een Onafhankelijke Commissaris alleen kan worden benoemd door de algemene vergadering van Aandeelhouders na voordracht van die persoon door de Raad van Commissarissen; bij het besluit tot voordracht van de Raad van Commissarissen dienen de Onafhankelijke Commissarissen voor een dergelijke voordracht te hebben gestemd, behalve (i) in het geval dat het de herbenoeming van die betreffende Onafhankelijke Commissaris betreft, in welk geval de andere Onafhankelijke Commissaris voor een dergelijke benoeming dient te stemmen, (ii) in het geval geen Onafhankelijke Commissarissen in functie zijn of (iii) in het geval van een voordracht van de Ondernemingsraad overeenkomstig Paragraaf 10.7.2(iii) (*Samenstelling Raad van Commissarissen*); en

(D) ten minste één (1) van de leden van de Raad van Commissarissen van tijd tot tijd (met uitzondering van de Onafhankelijke Commissarissen) een persoon is die niet een bestuurder of werknemer van de Bieder is of van één van de directe of indirecte

aandeelhouders van de Bieder (anders dan een persoonlijk investeringsvehikel waarover een dergelijk persoon zeggenschap uitoefent).

(iii) De Bieder en Royal Reesink erkennen dat voor zolang als Royal Reesink het structuurregime hanteert, de Ondernemingsraad een versterkt aanbevelingsrecht heeft om (in het geval de Raad van Commissarissen uit vijf (5) leden bestaat) een individu voor de positie van lid van de Raad van Commissarissen aan te bevelen. In het geval de Ondernemingsraad haar versterkte aanbevelingsrecht wil uitoefenen terwijl de Onafhankelijke Commissarissen in functie zijn en de Ondernemingsraad niet wenst een van de twee personen zoals genoemd in Paragraaf 10.7.2(ii)(B) voor te dragen, zullen de Onafhankelijke Commissarissen overeenkomen dat een van hen zich zal terugtrekken als lid van de Raad van Commissarissen (of als kandidaat voor benoeming) en de persoon die genomineerd is door de Ondernemingsraad zal op het moment van benoeming de opvolger van de Onafhankelijke Commissaris in kwestie worden.

(iv) De leden van de Raad van Commissarissen die geen Onafhankelijke Commissaris worden zullen (i) aftreden als lid van de Raad van Commissarissen door een getekende ontslagbrief bij de Vennootschap in te dienen, een dergelijk verzoek tot aftreden zal voorwaardelijk zijn aan het plaatsvinden van de Overdracht en zal van kracht worden op het moment van de Overdracht, en (ii) bevestigen dat zij geen vordering hebben op de Vennootschap met betrekking tot het verlies van hun positie, met uitzondering van compensatie voor diensten geleverd aan de Vennootschap gedurende het relevante financiële jaar.

(v) De Bieder zal alle rechten die hij heeft met betrekking tot de Vennootschap (hetzij door middel van aandeelhoudersrechten of door de rechten van vertegenwoordigers die lid zijn van de Raad van Commissarissen) uitoefenen om te verzekeren dat elk lid van de Raad van Commissarissen dat aftreedt overeenkomstig Paragraaf 10.7.2(iv):

(A) de opgebouwde compensatie (zoals bedoeld in 10.7.2(iv)) van Royal Reesink zal ontvangen zo spoedig als redelijkerwijs mogelijk is na de Overdracht;

(B) volledige en finale kwijting verleend zal worden zo spoedig als praktisch mogelijk is na de Overdracht en nogmaals op de jaarlijkse algemene vergadering in 2017; en

(C) aanspraak behoudt op de dekking van de D&O-verzekering (hetzij na vernieuwing van de bestaande D&O-verzekering of na het verwerven van een 'run-off cover' op voorwaarden die minstens gelijk zijn aan die van de D&O-verzekering die van kracht was ten tijde van de Fusie-overeenkomst) voor een periode van ten minste vijf (5) jaren volgende op het moment van aftreden.

(vi) In hun positie van lid van de Raad van Commissarissen zullen de Onafhankelijke Commissarissen toezicht houden op naleving van de Niet-Financiële Convenanten zoals uiteengezet in Paragraaf 10.6 (*Niet-financiële convenanten*).

(vii) De Onafhankelijke Commissarissen zullen de gelegenheid krijgen om op kosten van de Vennootschap hun eigen financiële en juridische adviseurs in te schakelen indien en voor zover ze van mening zijn dat het advies van dergelijke adviseurs redelijkerwijs noodzakelijk is om ze te assisteren voor wat betreft het bekijken en beoordelen van aangelegenheden die bij de Raad van Commissarissen voorliggen.

(viii) In het geval van inconsistenties of discrepanties tussen de bepalingen van de Fusie-overeenkomst aan de ene kant en de statuten van de Vennootschap, de reglementen van de Raad van Commissarissen (inclusief reglementen van comités en het profiel voor de leden van de Raad van Commissarissen) en de reglementen van de Raad van Bestuur aan de andere kant, zullen de voorwaarden van de Fusie-overeekomst prevaleren en zal Royal Reesink redelijke inspanningen betrachten om de statuten van Royal Reesink, de reglementen van de Raad van Commissarissen (inclusief reglementen van comités en het profiel voor de leden van de Raad van Commissarissen) en de reglementen van de Raad van Bestuur te wijzigen voor zover nodig om dergelijke inconsistenties en discrepanties in de toekomst te vermijden.

(ix) De Bieder en de Vennootschap erkennen dat de Raad van Commissarissen in het belang van Royal Reesink mag afwijken van in dit opzicht relevante Niet-Financiële Convenanten

zonder de goedkeurende stem van minstens een van de Onafhankelijke Commissarissen, indien onderschreven wordt door een ondubbelzinnige opinie van een externe juridische adviseur dat niet afwijken een schending van dwingend recht zal opleveren en een dergelijke afwijking – naar de redelijke mening van de Raad van Commissarissen – gemandateerd is door een deugdelijke kwijting van zijn fiduciaire verplichtingen en vereist is om een schending van dwingend recht te voorkomen.

10.7.3 *Nederlandse Corporate Governance Code*

De Bieder zal, vanaf de Dag van Overdracht en voor zolang de Vennootschap minderheidsaandeelhouders heeft, bewerkstelligen dat de Vennootschap zal voldoen aan de Nederlandse Corporate Governance Code voor zover geen afwijkingen daarvan uitdrukkelijk zijn overeengekomen in de Fusie-overeenkomst. Niettegenstaande het voorgaande bevat de Fusie-overeenkomst een afwijking van best practice bepaling III.2.1. van de Nederlandse Corporate Governance Code, die bepaalt dat alle commissarissen, met uitzondering van maximaal één (1) persoon, onafhankelijk zijn.

10.7.4 *Algemene vergadering van Aandeelhouders Royal Reesink*

Royal Reesink zal zijn jaarlijkse algemene vergadering ("**AVA**") houden op 25 mei 2016 om 14:00 uur CET in het Rosarium, Amstelpark 1, Amsterdam. Deze algemene vergadering zal ook dienen als de algemene vergadering die overeenkomstig artikel 18 lid 1 van het Bob gehouden dient te worden om het Bod te bespreken.

Op de AVA zal de Aandeelhouders worden verzocht te stemmen over onder meer de navolgende besluiten:

(i) de benoeming van de personen die worden voorgedragen voor benoeming tot lid van de Raad van Commissarissen overeenkomstig Paragraaf 10.7.2 (*Samenstelling Raad van Commissarissen*); en

(ii) het verstrekken van een verklaring van afstand aan de Bieder met betrekking tot de regel omschreven in artikel 6.1 van de statuten van de Vennootschap die bepaalt dat een rechtspersoon niet meer dan 1% (één procent) van de geplaatste gewone aandelen in het aandelenkapitaal van de Vennootschap mag houden of hebben geregistreerd,

de "**Aandeelhoudersbesluiten**".

De Aandeelhoudersbesluiten worden genomen onder voorwaarde van het plaatsvinden van de Overdracht en worden onvoorwaardelijk per de Dag van Overdracht. Elk Aandeelhoudersbesluit wordt genomen met volstrekte meerderheid van stemmen voor het betreffende Aandeelhoudersbesluit.

10.8 Financiering van het Bod

Onder verwijzing naar artikel 7 lid 4 van het Bob heeft de Bieder op 8 februari 2016 aangekondigd over voldoende middelen te beschikken om het Bod te financieren.

Het Bod waardeert 100% (honderd procent) van de door de Vennootschap geplaatste Aandelen op ongeveer € 139.600.000 (honderd negenendertig miljoen zes honderd duizend euro).

De Bieder zal het Bod financieren door middel van een combinatie van aandeelhoudersfinanciering die beschikbaar wordt gemaakt namens de Bieder en schuldfinanciering van derden. In deze context heeft de Bieder bindende '*equity commitment letters*' ontvangen van Gilde, Todlin and Navitas voor een totaal bedrag van € 109.000.000 (honderd negen miljoen euro) (de "**Aandeelhoudersfinanciering**") welke volledig beschikbaar zijn gesteld en onderhevig zijn aan gebruikelijke voorwaarden. In aanvulling hierop is de Bieder schuldfinanciering met ABN AMRO Bank N.V., Commerzbank Aktiengesellschaft, Filiale Luxemburg, ING Bank N.V. and Rabobank aangegaan voor een bedrag van € 170.000.000 (honderd zeventig miljoen euro) (de "**Bindende Financieringsdocumentatie**") inclusief een acquisitiefaciliteit welke volledig gecommitteerd is op een 'certain funds' basis, die aalleen onderhevig is aan gebruikelijke voorwaarden (de "**Schuldfinanciering**"). De Bieder heeft geen reden om te geloven dat enige condities voor de bovengenoemde financieringen niet vervuld zullen zijn voor of op de Dag van Overdracht.

De Bieder zal met de Aandeelhoudersfinanciering en de Schuldfinanciering in staat zijn de verkrijging van de Aandelen onder het Bod te financieren alsmede de daarmee samenhangende honoraria en kosten te voldoen. Onder de Bindende Financieringsdocumentatie is voorzien dat volgend op de Overdracht, indien deze plaatsvindt, dat de Schuldfinanciering wordt doorgerold naar de bestaande financieringsfaciliteit van de Groep en dat de bestaande faciliteit gewijzigd en opnieuw bevestigd zal worden tot een gewijzigde financieringsfaciliteit voor een bedrag van € 170.000.000 (honderd zeventig miljoen euro) (de "**Gewijzigde Faciliteit**"). Tegen die tijd zullen de Bieder en de Groep tot dezelfde groep van ondernemingen behoren en zal de Gewijzigde Faciliteit een groepsfaciliteit zijn onder een enkele financieringsovereenkomst.

In aanvulling hierop zal het uitstaande initiële bedrag van de lening (zijnde € 17,825,000 (zeventien miljoen achthonderd vijfentwintig duizend euro)) van Pon Onroerend Goed Leusden B.V. ("**Pon**") onder de verkoperleningovereenkomst van 16 oktober 2013 met Royal Reesink en STAK Reesink, tezamen met de daarop geaccumuleerde en onbetaalde rente (te specificeren op of rond de datum van het wijzigen van de zeggenschap tengevolge van het Bod) worden terugbetaald door Royal Reesink indien het Bod resulteert in een wijziging van zeggenschap. Om praktische redenen is Pon akkoord gegaan met de Vennootschap en STAK Reesink dat zij met een wijziging van zeggenschap door het Bod niet haar conversierecht onder de verkoperleningovereenkomst zal uitoefenen. Royal Reesink heeft ermee ingestemd dat zij, met het zich voordoen van een wijziging van zeggenschap, een aanvullende betaling zal doen aan Pon van een bedrag dat gelijk is aan het bedrag dat aan Pon betaald zou moeten worden onder het Bod indien Pon haar conversierecht uitgeoefend zou hebben en vervolgens haar Aandelen zou hebben aangemeld. Er zullen geen betalingen worden gedaan aan Pon of enige andere partij in verband met de verkoperleningovereenkomst van 16 oktober 2013 tussen Pon en Royal Reesink en STAK Reesink. Pon Holdings B.V. zal haar Aandelen aanbieden onder dezelfde voorwaarden als de andere Aandeelhouders.

10.9 Besluitvorming en Aanbeveling door de Raden

Sinds de initiële uiting van interesse van de Bieder is een sturingscommissie gevormd bestaande uit de heer C.P. Veerman, voorzitter van de Raad van Commissarissen, de heer L. Lievens, lid van de Raad van Commissarissen, de heer G. van der Scheer, CEO, de heer G.T.M. Linnenbank, CFO, samen met de financiële en juridische adviseurs van Royal Reesink (de "**Sturingscommissie**"). Mevrouw R.M. Bergkamp, lid van de Raad van Commissarissen, heeft zich op een later moment bij de Sturingscommissie aangesloten. De Raden en de Sturingscommissie hebben op zeer frequente basis zowel telefonisch als in persoon overleg gevoerd om over het voorgenomen Bod alsmede andere ontwikkelingen in het proces te discussiëren en te bekijken en hebben tevens de voorwaarden van het Bod met de Bieder besproken.

Om de perceptie van een tegenstrijdig belang te vermijden is de heer F.L.H. van Delft, lid van de Raad van Commissarissen op zijn verzoek niet betrokken bij de beraadslagingen en de besluitvorming met betrekking tot het voorgenomen Bod aangezien hij een belang van ongeveer 6% (zes procent) houdt in Royal Reesink via Bibiana Beheer B.V. Om de perceptie van een tegenstrijdig belang te vermijden hebben de heer G. van der Scheer en de heer G.T.M. Linnenbank niet deelgenomen aan de finale besprekingen van de Sturingscommissie met de Bieder over de Biedprijs aangezien de Bieder op dat moment discussies geïnitieerd had met betrekking tot participatie van het management in de Bieder na de Overdracht. De Sturingscommissie heeft daarna (zonder hun betrokkenheid) de Fusie-overeenkomst gefinaliseerd. Daaropvolgend heeft G. van der Scheer, na overleg met de voorzitter van de Raad van Commissarissen, verklaard dat hij zichzelf in staat achtte te besluiten over de besluiten van de Raad van Bestuur tot goedkeuring van het aangaan van de Fusieovereenkomst en de uitvoering van de verplichtingen van Royal Reesink onder de Fusie-overeenkomst.

Na alle aspecten van het Bod zorgvuldig te hebben overwogen, inclusief de strategische ratio en de financiële en sociale aspecten en consequenties van de beoogde transactie, en na uitgebreid financieel en juridisch advies te hebben ontvangen, zijn zowel de Raad van Bestuur als de Raad van Commissarissen tot de conclusie gekomen dat, de huidige omstandigheden in overweging nemende, het Bod een billijke prijs biedt aan de houders van Aandelen en in het beste belang is van Royal Reesink, haar onderneming en stakeholders, waaronder werknemers, afnemers en leveranciers.

Houlihan Lokey Leonardo heeft een fairness opinie aan de Raden verstrekt. Houlihan Lokey Leonardo meent dat de Biedprijs , vanuit een financieel oogpunt, billijk is voor de Aandeelhouders (de "**Fairness Opinie**").

Met inachtneming van alle overwegingen in deze Paragraaf 10.9 (*Besluitvorming en Aanbeveling door de Raden*) en onder voorbehoud van de bepalingen en voorwaarden van de Fusie-overeenkomst, steunen de Raad van Bestuur en de Raad van Commissarissen het Bod volledig en raden zij de houders van Aandelen unaniem aan het Bod te accepteren en voor de Aandeelhoudersbesluiten te stemmen (de "**Aanbeveling**").

10.10 Voorwaarden

De Bieder zal het Bod gestand doen indien de volgende voorwaarden (de "**Voorwaarden**") worden voldaan of als daarvan afstand wordt gedaan in overeenstemming met deze Paragraaf 10.10 op de Sluitingsdatum, of, in voorkomend geval, de Uitgestelde Sluitingsdatum:

Aanvaardingspercentage

(a) het aantal:

(i) Aangemelde Aandelen; en

(ii) Aandelen die direct of indirect worden gehouden door de Bieder of die aan de Bieder zijn toegezegd, maar niet zijn aangemeld en alleen onder de voorwaarde dat het Bod gestand wordt gedaan ((i) en (ii) tezamen genoemd de "**Aangemelde, Gehouden en Toegezegde Aandelen**"),

vertegenwoordigen minstens 95% (vijfennegentig procent) van het geplaatste kapitaal van de Vennootschap, uitgezonderd de Aandelen die de Vennootschap of een van haar Dochtervennootschappen houdt voor eigen rekening (de "**Acceptatiedrempel**") op de Sluitingsdatum, of, in voorkomend geval, de Uitgestelde Sluitingsdatum.

Goedkeuring van de Mededingsautoriteiten

(b) één van de navolgende gebeurtenissen heeft zich voorgedaan, niet later dan drie (3) Werkdagen voorafgaand aan de Sluitingsdatum of, in voorkomend geval, de Uitgestelde Sluitingsdatum:

(i) alle verplichte mededingingsrechtelijke goedkeuringen of, indien van toepassing, verklaringen van geen bezwaar van nationale en/of internationale autoriteiten (inclusief, maar niet beperkt tot de Commissie van de Europese Unie) (elk een "**Mededingingsautoriteit**") vereist in verband met het Bod en de voorgenomen wijziging van zeggenschap, zijn verkregen; of

(ii) het vervallen of eindigen van alle toepasselijke wachtperiodes en andere tijdsperiodes (inclusief verlengingen daarvan) onder de toepasselijke wetgeving of regelgeving;

Geen Materieel Negatieve Verandering

(c) geen Materieel Negatieve Verandering heeft zich voorgedaan na de datum van ondertekening van de Fusie-overeenkomst;

Aanbeveling

(d) de Raden hebben de Aanbeveling niet ingetrokken, gewijzigd of gekwalificeerd;

Geen initiële publieke mededeling Alternatief Bod of verplicht bod

(e) er is geen initiële publieke mededeling gedaan van (i) een Alternatief Bod of (ii) een verplicht bod op grond van artikel 5:70 Wft;

Stichting Continuiteit Reesink

(f) de Stichting Continuiteit Reesink heeft, enkel onder voorbehoud dat het Bod gestand wordt gedaan, onherroepelijk en anderszins onvoorwaardelijk afstand gedaan van haar call optie waaronder zij het recht heeft om Cum Prefs B in de Vennootschap te verwerven en niet de call optie onder de Optieovereenkomst uitgeoefend;

Dwangbevelen

(g) geen bevel, aanhouding, uitspraak of vonnis is uitgevaardigd door een rechter, arbitraal college, regering, overheidsinstantie of andere toezichthoudende of administratieve instantie die van toepassing is, noch is er enig statuut, wet- of regelgeving, overheidsaanwijzing of –

maatregel uitgevaardigd, uitgeoefend of van toepassing geacht op het Bod, dat in een dergelijk geval de voltooiing van het Bod tegengaat, verbiedt of vertraagt ofwel waarvan het redelijkerwijs waarschijnlijk is dat in een dergelijk geval de voltooiing van het Bod in enig materieel aspect tegengaat, verbiedt of vertraagt;

Geen inbreuk door de Vennootschap

(h) de Vennootschap heeft geen inbreuk gemaakt op enige bepaling uit de Fusie-overeenkomst, voor zover die inbreuk (i) heeft geleid of redelijkerwijs kan leiden tot materieel negatieve consequenties voor de Vennootschap, de Bieder of het Bod en (ii) niet kan worden hersteld door de Vennootschap binnen tien (10) Werkdagen na ontvangst van een met redenen omklede schriftelijke aanmaning van de Bieder, of niet is hersteld door de Vennootschap binnen tien (10) Werkdagen na ontvangst van een schriftelijke aanmaning van de Bieder;

Geen inbreuk door de Bieder

(i) de Bieder heeft geen inbreuk gemaakt op enige bepaling uit de Fusie-overeenkomst, voor zover die inbreuk (i) heeft geleid of redelijkerwijs kan worden verwacht te leiden tot materieel negatieve consequenties voor de Vennootschap, de Bieder of het Bod en (ii) niet kan worden hersteld binnen tien (10) Werkdagen na ontvangst door de Bieder van een met redenen omklede schriftelijke aanmaning van de Vennootschap, of niet is hersteld door de Bieder binnen tien (10) Werkdagen na ontvangst van een schriftelijke aanmaning van de Vennootschap;

Toezeggingen

(j) de Toezeggingen zijn volledig van kracht en zijn niet geschonden, beëindigd of aangepast, anders dan met de goedkeuring van de Bieder;

Geen beëindiging

(k) de Fusie-overeenkomst is niet beëindigd overeenkomstig de bepalingen van die Fusie-overeenkomst;

Geen AFM mededeling

(l) geen mededeling van de AFM is ontvangen, die nog volledig van kracht is, dat het Bod is gedaan in strijd met enige bepaling uit hoofdstuk 5.5 van de Wft of het Bob ex artikel 5:80 lid 2 van de Wft, in welk geval, op grond van die regels, effecteninstellingen zich dienen te onthouden van medewerking aan het Bod of de Overdracht; en

Aandeelhoudersbesluiten

(m) de AVA heeft de Aandeelhoudersbesluiten genomen en de Aandeelhoudersbesluiten zijn volledig van kracht en zijn niet herroepen, aangepast, gewijzigd of gekwalificeerd.

De Voorwaarden uiteengezet onder de 10.10(g) (*Dwangbevelen*) en 10.10(k) (*Geen beëindiging*) zijn opgenomen ten behoeve van de Bieder en de Vennootschap en, voor zover rechtens toegestaan, mag hier alleen door de Bieder en de Vennootschap gezamenlijk schriftelijk afstand van worden gedaan.

De Voorwaarden uiteengezet onder de Paragrafen 10.10(c) (*Geen Materieel Negatieve Verandering*), 10.10(d) (*Aanbeveling*), 10.10(e) (*Geen initiële publieke mededeling Alternatief Bod of verplicht bod*), 10.10(f) (*Stichting Continuiteit Reesink*), 10.10(h) (*Geen inbreuk door de Vennootschap*), 10.10(j) (*Toezeggingen*) en 10.10(m) (*Aandeelhoudersbesluiten*) zijn enkel opgenomen ten behoeve van de Bieder en, voor zover rechtens toegestaan, mag hier alleen door de Bieder (geheel of gedeeltelijk) afstand van worden gedaan door middel van kennisgeving aan de Vennootschap.De Voorwaarde uiteengezet in Paragraaf 10.10(a) (*Aanvaardingspercentage*) is opgenomen ten behoeve van de Bieder en zonder beperking van het recht van de Bieder om zich te beroepen op de Voorwaarde in Paragraaf 10.10(a) (*Aanvaardingspercentage*) mag de Bieder:

(n) vanaf de Sluitingsdatum de Acceptatiedrempel wijzigen door middel van kennisgeving aan de Vennootschap tot een percentage niet lager dan 80% (tachtig procent) van het geplaatst

kapitaal van de Vennootschap met uitzondering van Aandelen gehouden voor eigen rekening door de Vennootschap of één van haar Dochtervennootschappen op de Sluitingsdatum of, in voorkomend geval, de Uitgestelde Sluitingsdatum;

(o) vanaf de Sluitingsdatum, na voorafgaande schriftelijke goedkeuring van de Raad van Commissarissen daartoe, de Acceptatiedrempel wijzigen door middel van kennisgeving aan de Vennootschap tot een percentage lager dan 80% (tachtig procent) van het geplaatst kapitaal van de Vennootschap met uitzondering van Aandelen gehouden voor eigen rekening door de Vennootschap of één van haar Dochtervennootschappen op de Sluitingsdatum of, in voorkomend geval, de Uitgestelde Sluitingsdatum; en

(p) op elk moment, na voorafgaande schriftelijke goedkeuring van de Raad van Commissarissen daartoe, afstand doen van de Voorwaarde in paragraaf 10.10(a) (*Aanvaardingspercentage*).

De Voorwaarde uiteengezet in Paragraaf 10.10(b) (*Goedkeuring van de Mededingingsautoriteiten*) is opgenomen ten behoeve van de Bieder en de Vennootschap en, voor zover rechtens toegestaan, mag hier alleen door de Bieder en de Vennootschap gezamenlijk schriftelijk afstand van worden gedaan. Het Bod vereist goedkeuring van de Europese Commissie en de bevoegde mededingingsautoriteit in Kazachstan. De Bieder heeft afzonderlijke concentratiemeldingen gedaan bij de Europese Commissie en de bevoegde mededingingsautoriteit in Kazachstan.

De Voorwaarde uiteengezet in Paragraaf 10.10(i) (*Geen inbreuk door de Bieder*) is enkel opgenomen ten behoeve van Royal Reesink en, voor zover rechtens toegestaan, mag hier alleen door Royal Reesink te allen tijde afstand van worden gedaan middels kennisgeving daarvan aan de Bieder.

Van de Voorwaarde uiteengezet in Paragraaf 10.10(l) (*Geen AFM Mededeling*) kan geen afstand worden gedaan.

Zowel de Bieder als de Vennootschapp zullen er naar hun beste vermogen voor zorgen dat dat de Voorwaarden zo snel als redelijkerwijs mogelijk worden voldaan.

10.11 Beëindiging van de Fusie-overeenkomst

De Fusie-overeenkomst eindigt onverwijld:

10.11.1 bij wederzijds schriftelijk goedvinden tussen de Vennootschap en de Bieder;

10.11.2 door kennisgeving van de Vennootschap of de Bieder (de "**Beëindigende Partij**") aan de andere partij daarbij als een van de Voorwaarden ten gunste van de Beëindigende Partij niet is vervuld of hiervan geen afstand is gedaan door de Beëindigende Partij op de Sluitingsdatum, of het duidelijk is dat dergelijke Voorwaarden niet vervuld kunnen worden en hiervan geen afstand wordt gedaan door de Beëindigende Partij voor die datum (behoudens dat het recht om de Fusie-overeenkomst te beëindigen op grond van deze Paragraaf niet toekomt aan de partij wier tekortkoming in de nakoming van de Fusie-overeenkomst de grond is of de omstandigheid is die het gevolg heeft of heeft bijgedragen aan het feit dat het Bod niet gestand is gedaan voor of op de Sluitingsdatum);

10.11.3 door kennisgeving van de Beëindigende Partij aan de andere partij onder Paragraaf 3.10.4(a)(iv) of door kennisgeving van de Beëindigende Partij aan de andere partij als de Overdracht niet heeft plaatsgevonden vóór of op 30 september 2016, met dien verstande dat de Bieder niet een dergelijke kennisgeving mag geven indien de Overdracht niet heeft plaatsgevonden vóór of op 30 september 2016 als gevolg van de verlenging van de Aanmeldingstermijn door de Bieder; of

10.11.4 door kennisgeving van de Beëindigende Partij (met inbegrip van gegevens waarover zij beschikt om de inbreuk te staven) aan de andere partij in het geval van een tekortschieten in de nakoming van de Fusie-overeenkomst door de andere partij (de "**Tekortschietende Partij**") welk tekortschieten een materieel nadelig effect heeft of wordt verwacht te hebben op het Bod of de Vennootschap (een "**Materieel Tekortschieten**"), voor zover (i) niet van een beroep op een dergelijk Materieel Tekortschieten wordt afgezien door de niet-tekortschietende partij of (ii) het Materieel Tekortschieten niet is hersteld door de Tekortschietende Partij binnen vijf (5) Werkdagen nadat de Tekortschietende Partij daadwerkelijk bekend is geworden met een dergelijk Materieel Tekortschieten.

10.12 Beëindigingspremie

Als de Fusie-overeenkomst is beëindigd door de Bieder (i) volgens Paragraaf 3.11(a)(iii) na aankondiging van een Alternatief Bod, of (ii) volgens Paragraaf 10.11.4 met betrekking tot een Materieel Tekortschieten door de Vennootschap in verband met de Aanbeveling van de Raad van Bestuur en/of de Raad van Commissarissen, zal de Vennootschap (zonder enige aftrek, opschorting of verrekening op welke manier dan ook) de Bieder, binnen twee (2) Werkdagen na ontvangst van een schriftelijke mededeling van de Bieder, betalen een bedrag gelijk aan € 2.000.000 (twee miljoen euro).

10.13 Toezeggingen

Enkele (groot)Aandeelhouders van de Vennootschap, te weten Bibiana Beheer B.V. (gecontroleerd door de heer F.L.H. van Delft, lid van de Raad van Commissarissen), Decico B.V., Delta Lloyd Deelnemingenfonds N.V., Pon Holdings B.V. en Project Holland Deelnemingen B.V., alsook de managers de heer G. van der Scheer (CEO), de heer G.T.M. Linnenbank (CFO) en de heer B. Kemp hebben onherroepelijk toegezegd, onder voorbehoud van gebruikelijke voorwaarden, het Bod te accepteren en alle Aandelen die door hen op de Sluitingsdatum worden gehouden aan te bieden en ten gunste van de Aandeelhoudersbesluiten te stemmen. Deze toezeggingen (de "**Toezeggingen**") vertegenwoordigen gezamenlijk ongeveer 55,9% (vijfenvijftig en negen tiende procent) van de geplaatste en uitstaande Aandelen, voor alle duidelijkheid, met uitzondering van Aandelen gehouden door Royal Reesink en haar Dochtermaatschappijen.

De partijen die de Toezeggingen hebben gedaan, hebben geen informatie ontvangen die niet in het Biedingsbericht is opgenomen of is gepubliceerd voordat het Biedingsbericht algemeen verkrijgbaar is gesteld en zij zullen hun Aandelen aanbieden onder dezelfde voorwaarden als de andere Aandeelhouders.

Met inachtneming van de Aandelen gehouden door Todlin en Navitas, is 73,3% (drieënzeventig en drie tiende procent) van de Aandelen toegezegd, voor alle duidelijkheid, met uitzondering van Aandelen gehouden door Royal Reesink en haar Dochtermaatschappijen.

10.14 Herstructureringsmaatregelen na Overdracht

De Bieder beoogt door middel van het Bod 100% (honderd procent) van de Aandelen te verkrijgen en/of alle activa en operationele activiteiten van de Vennootschap door middel van het Bod, door middel van een uitkoopprocedure (indien, na de Dag van Overdracht, de Bieder en haar Gelieerde Ondernemingen, alleen of tezamen met de Vennootschap, ten minste 95% (vijfennegentig procent) van de Aandelen houdt) of door het nemen van daaropvolgende herstructureringsmaatregelen (indien, na de Dag van Overdracht, de Bieder en haar Gelieerde Ondernemingen, alleen of tezamen met de Vennootschap, ten minste 95% (vijfennegentig procent) van de Aandelen houdt). Dergelijke maatregelen zullen waarschijnlijk significante gevolgen hebben voor de Aandeelhouders die hun Aandelen niet hebben aangemeld onder het Bod, waaronder de mogelijkheid van een significante vertraging in het ontvangen van de opbrengst. Er is geen beslissing genomen met betrekking tot het nastreven van die opvolgende herstructureringsmaatregelen als beschreven in deze Paragraaf 10.14 en een dergelijke beslissing is niet beoogd voorafgaand aan het moment waarop het Bod gestand wordt gedaan.

10.14.1 *Belang om 100% van de Aandelen te verwerven*

Met inachtneming van de strategische motivering van het Bod, heeft de Vennootschap het belang erkend voor de Groep om een Aandeelhouder te hebben die 100% (honderd procent) van de Aandelen of alle activa en operationele activiteiten van de Vennootschap houdt. Dit belang is onder andere gebaseerd op:

(a) het feit dat het hebben van een enig aandeelhouder en het opereren zonder een beursnotering het vermogen van de Groep om de doelstellingen te behalen en om de actiepunten van haar strategie te implementeren vergroot;

(b) de mogelijkheid om de beursnotering van de Aandelen aan de Euronext Amsterdam te beëindigen; en

(c) een efficiënte kapitaalstructuur te bewerkstelligen (zowel vanuit een financierings- als een fiscaal perspectief, waaronder de mogelijkheid om een fiscale eenheid te vormen tussen de Bieder en de Vennootschap).

10.14.2 *Uitkoopprocedure*

Het is de intentie van de Bieder om uiteindelijk 100% (honderd procent) van de Aandelen te verwerven, onder meer door middel van verkrijging van alle Certificaten tegen intrekking van de onderliggende aandelen in het kapitaal van Royal Reesink. Indien, na de Dag van Overdracht de Bieder en de aan haar Gelieerde Ondernemingen alleen of samen met de Vennootschap ten minste 95% (vijfennegentig procent) van de Aandelen houden, zal de Bieder een wettelijke uitkoopprocedure beginnen in overeenstemming met artikel 2:92a of artikel 2:201a van het Burgerlijk Wetboek of een wettelijke uitstootprocedure na een openbaar bod in overeenstemming met art. 2:359c van het Burgerlijk Wetboek, om houders van Certificaten en Geregistreerde Aandelen uit te kopen die nog niet worden gehouden door de Bieder of de aan hem Gelieerde Ondernemingen. De Vennootschap zal de Bieder alle medewerking verlenen die redelijkerwijs in verband met dergelijke procedures wordt verlangd.

10.14.3 *Activa Verkoop en Liquidatie*

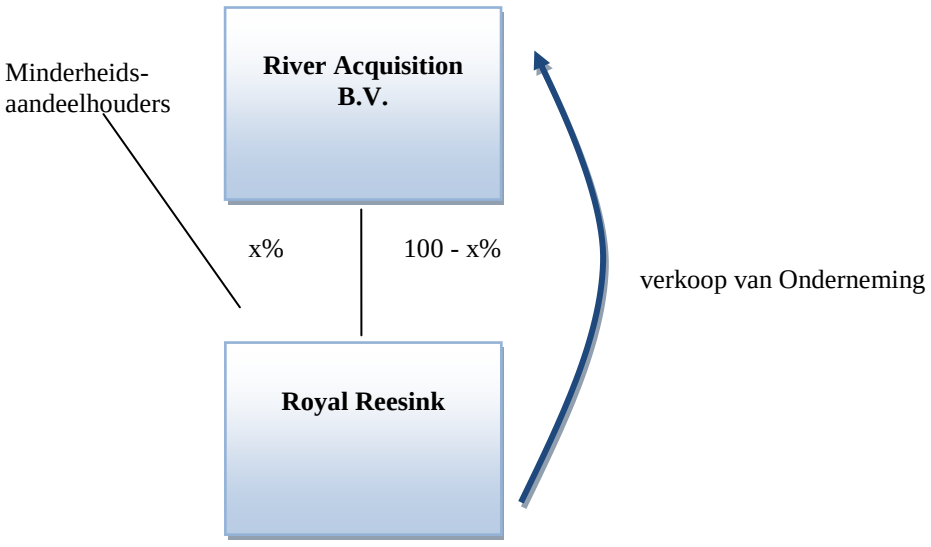
In het geval dat de Bieder (i) het Bod gestand doet en (ii) niet tezamen met de Gelieerde Ondernemingen meer dan 95% (vijfennegentig procent) van de Aandelen heeft verkregen na het aflopen van de Aanmeldingstermijn of, indien van toepassing, de Na-Aanmeldingstermijn zal de Bieder, rekening houdend met de strategische motivering van het Bod en de importantie voor de Vennootschap, de Groep en de Bieder om 100% (honderd procent) van de Aandelen of de activa van de Vennootschap te verkrijgen als beschreven in Paragraaf 10.14.1, waarschijnlijk een herstructurering bewerkstelligen of doen bewerkstelligen.

De meest waarschijnlijke herstructurering is de verkoop door Royal Reesink van haar gehele onderneming (bestaande uit alle activa en passiva van Royal Reesink) (de "**Onderneming**") aan de Bieder of een Gelieerde Onderneming en daaropvolgende liquidatie van Royal Reesink (de "**Activa Verkoop en Liquidatie**"). Echter, de Bieder zou er ook voor kunnen kiezen om niet of slechts gedeeltelijk een Activa Verkoop en Liquidatie door te zetten of een of meer andere herstructureringsmaatregelen zoals genoemd in Paragraaf 10.15 (*Andere herstructureringsmaatregelen na Overdracht*) te nemen, al dan niet in combinatie met een Activa Verkoop en Liquidatie (of een deel daarvan).

Voor de Activa Verkoop en Liquidatie is vereist de goedkeuring van de algemene vergadering van Aandeelhouders van Royal Reesink en de goedkeuring van de Raden, met een positieve stem van ten minste één Onafhankelijke Commissaris.

De Activa Verkoop zou, samengevat, in principe de volgende stappen inhouden:

(i) De Vennootschap zou de Onderneming of een deel daarvan verkopen en overdragen en de Bieder zou de Onderneming of een deel daarvan kopen en verkrijgen.



(ii) De totale koopprijs voor de koop en verkoop van de Onderneming (de "**Koopprijs**") zou bestaan uit een bedrag gelijk aan de Biedprijs per Aandeel, berekend in overeenstemming met de bepalingen van dit Biedingsbericht, inclusief maar niet beperkt tot Paragraaf 3.15.8 (*Dividend policy*) (voor de doeleinden van deze Paragraaf 10.14.3 (*Activa Verkoop en Liquidatie),* de "**Biedprijs**"), vermenigvuldigd met het totale aantal uitgegeven Aandelen op het moment dat de Bieder het Bod gestand doet.

(iii) Het is beoogd dat de Activa Verkoop en Liquidatie alleen zou worden voltooid indien het mogelijk zou zijn om deze volledig te voltooien. Echter, de koop en overdracht van sommige delen van de Onderneming kunnen onderworpen zijn aan bepaalde rechten van derden. Om schadelijke vertraging in de overdracht van de Onderneming te voorkomen of te beperken is beoogd dat, indien en voor zover dat door de Bieder wordt verzocht met betrekking tot bepaalde door de Bieder nader te bepalen activa of passiva, Royal Reesink bepaalde delen van de Onderneming in aparte stappen zou overdragen die de Bieder zou accepteren (ieder van deze overdrachten een "**Gedeeltelijke Overdracht**").

(iv) In geval van een Gedeeltelijke Overdracht zou de Bieder aan Royal Reesink een deel van de Totale Koopprijs verschuldigd zijn gelijk aan de waarde van het relevante deel of de relevante delen van de Groep die onder de Gedeeltelijke Overdracht worden overgedragen aan de Bieder, welke waarde door de Bieder en Royal Reesink in goed vertrouwen zal worden vastgesteld op basis van dezelfde maatstaven als die gebruikt zijn om de Biedprijs vast te stellen (elk van deze bedragen een "**Gedeeltelijke Koopprijs**"). De vaststelling en toebedeling van de Gedeeltelijke Koopprijs aan specifieke delen van de Onderneming zal onderworpen zijn aan de goedkeuring van ten minste één Onafhankelijke Commissaris.

(v) De Koopprijs of de Gedeeltelijke Koopprijs (naargelang dit van toepassing is) zou als volgt worden betaald of voldaan op de dag van de overdracht van de Onderneming of een deel van de Onderneming:

(A) een bedrag gelijk aan de Koopprijs of de Gedeeltelijke Koopprijs (naargelang dit van toepassing is) vermenigvuldigd met het totale aantal geplaatste Aandelen onmiddellijk voorafgaand aan de overdracht van de Onderneming en gehouden door de Bieder of aan haar Gelieerde Ondernemingen (dit bedrag, het "**Bieder Geldbedrag**"), dat zal worden voldaan door de Bieder door de uitgifte van een schuldbewijs aan de Vennootschap voor een totaalbedrag gelijk aan het Bieder Geldbedrag (de "**Vordering**"); en

(B) een bedrag in contanten gelijk aan de Koopprijs of de Gedeeltelijke Koopprijs (naargelang dit van toepassing is), vermenigvuldigd met het totale aantal geplaatste Aandelen onmiddellijk voorafgaand aan de overdracht van de Onderneming (of een deel daarvan) en gehouden door Aandeelhouders anders dan de Bieder of aan haar Gelieerde Ondernemingen (zulke Aandeelhouders, de "**Minderheidsaandeelhouders**" en dit bedrag, de "**Koopprijs voor de Minderheidsaandeelhouders**"), dat zal worden betaald of voldaan:

(1) om te voorkomen dat de Bieder contanten zou moeten betalen voor contanten beschikbaar binnen de Vennootschap waartoe de Bieder als gevolg van de overdracht van de Onderneming of het relevante gedeelte van de Onderneming gerechtigd zou zijn, met betrekking tot het gedeelte van de Koopprijs voor de Minderheidsaandeelhouders dat gelijk is aan het bedrag van de vrij beschikbare contanten van de Vennootschap zoals uiteengezet op de balans van de Vennootschap onmiddellijk voorafgaand aan de overdracht van de Onderneming (of een deel daarvan) (het "**Netto Geldbedrag**"), indien van toepassing, bij wijze van verrekening tegen de verplichting van de Vennootschap om het Netto Geldbedrag te leveren aan de Bieder als onderdeel van de Onderneming of het relevante deel daarvan (naargelang dit van toepassing is); en

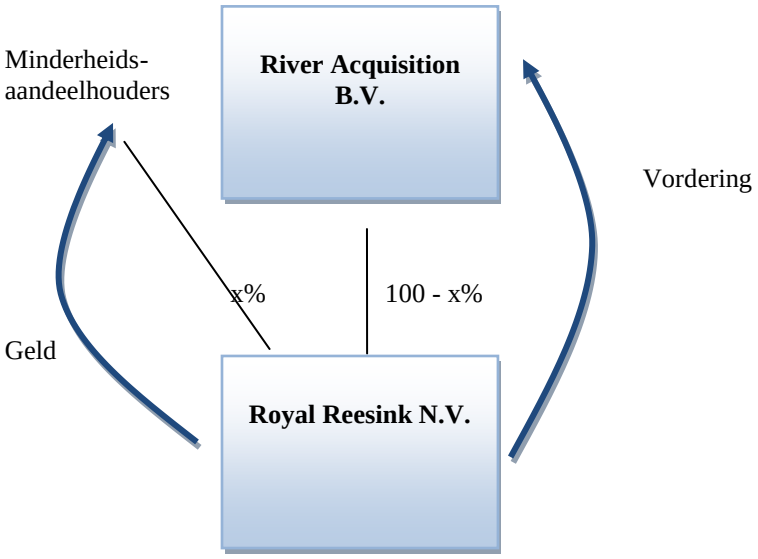
(2) ten aanzien van de rest van de Koopprijs voor de Minderheidsaandeelhouders, indien van toepassing, in contanten.

Indien en voor zover het Netto Geldbedrag hoger is dan de Koopprijs voor de Minderheidsaandeelhouders zou de Vennootschap het overschot overdragen aan de Bieder in het kader van de overdracht van de Onderneming of het relevante deel daarvan (naargelang dit van toepassing is).

(vi) Alle aansprakelijkheden die deel uitmaken van de Onderneming en die niet kunnen worden overgedragen zullen binnen de Vennootschap blijven en zullen de Koopprijs verhogen met een bedrag gelijk aan het bedrag in contanten dat nodig is om aan die verplichtingen te voldoen.

(vii) Met betrekking tot de overdracht van de Onderneming, zou de Bieder erop toezien, waar nodig door het aanpassen van de Koopprijs, dat de Koopprijs voldoende is om de Aandeelhouders een geldbedrag gelijk aan de Biedprijs te betalen (zonder rente en behoudens aftrek en inhouding dividendbelasting of andere mogelijke belastingen, als deze er zijn) voor elk uitgegeven Aandeel dat een dergelijke Aandeelhouder houdt.

(viii) Behalve voor zover dergelijke bedragen naar het oordeel van de Vennootschap niet dienen te worden uitgekeerd teneinde toekomstige kosten en andere aansprakelijkheden te voldoen, zou de Vennootschap op zich nemen om de opbrengst van een activa verkoop (met betrekking tot de gehele Onderneming of een deel daarvan) uit te keren aan haar Aandeelhouders zo spoedig mogelijk na de overdracht van de Onderneming (of het relevante deel daarvan), waarbij iedere Aandeelhouder mag opteren voor (i) een uitkering in contanten of (ii) een uitkering in de vorm van een aandeel in de Vordering of Vorderingen die van tijd tot tijd worden verworven door de Vennootschap, met dien verstande dat de Bieder zou kiezen voor de Vordering of de Vorderingen (dergelijke uitkeringen, de "**Liquidatie Uitkeringen**" en ieder een "**Liquidatie Uitkering**").



(ix) Voor zover een Liquidatie Uitkering onderhevig is aan bronbelasting of gelijksoortige belastingen, zal de Vennootschap dergelijke bedragen inhouden van de Liquidatie Uitkeringen en voldoen aan de Belastingdienst onder het relevante belastingrecht. De Liquidatie Uitkering is onderhevig aan Nederlandse bronbelasting of gelijksoortige belastingen, voor zover een dergelijke uitkering het gemiddeld gestort kapitaal (als erkend voor Nederlandse dividendbelasting) te boven gaat.

(x) De Vennootschap zal zo spoedig als praktisch mogelijk is na de verkoop en levering van de Onderneming of het laatste deel van de Onderneming (naargelang dit van toepassing is) en de

daarop volgende Liquidatie Uitkering met behulp van de Bieder haar zaken afhandelen om zo de liquidatie te effectueren in overeenstemming met de toepasselijke wetgeving.

In de situatie dat de Bieder kiest om een Activa Verkoop en Liquidatie door te zetten, kunnen de voorwaarden en/of de structuur, geheel of gedeeltelijk, verschillen van de hoofdlijnen als omschreven in deze Paragraaf 10.14.3 (*Activa Verkoop en Liquidatie*). De Activa Verkoop en Liquidatie zou gecombineerd kunnen worden met (elementen van) een of meer andere herstructureringsmaatregelen zoals genoemd in Paragraaf 10.15 (*Andere herstructeringsmaatregelen na Overdracht*), zoals een juridische splitsing van de Vennootschap. De Bieder kan ook besluiten dat de Activa Verkoop en Liquidatie in zijn geheel niet wordt doorgezet, maar een of meer andere herstructureringsmaatregelen in plaats daarvan.

10.15 Andere herstructureringsmaatregelen na Overdracht

De Vennootschap erkent dat de Bieder, behoudens de relevante wettelijke ondernemingsrechtelijke en financieelrechtelijke goedkeuringen, het recht heeft om andere herstructureringen van de Groep na te streven of te effectueren, waaronder mede begrepen de Activa Verkoop en Liquidatie als beschreven in 10.14.3 (*Activa Verkoop en Liquidatie*), maar waaronder niet begrepen de uitkoopprocedures als beschreven in 10.14.2 (*Uitkoopprocedure*) (elk een "**Herstructureringsmaatregel na Overdracht**"), met als doel het bereiken van de doelen als beschreven in 10.14.1 (*Belang om 100% van de Aandelen te verwerven*) en een optimale operationele, juridische, financiële en/of fiscale structuur in overeenstemming met de Fusieregels en Nederlands recht in het algemeen, en waarvan enkele maatregelen het (neven)effect kunnen hebben dat de deelnemingen van overblijvende minderheidsaandeelhouders verwateren, waaronder:

(a) een juridische (driehoeks-) fusie volgens artikel 2:309 e.v. BW, tussen de Vennootschap, de Bieder en/of een of meer Gelieerde Ondernemingen;

(b) een opvolgend openbaar bod op Certificaten of Geregistreerde Aandelen gehouden door minderheidsaandeelhouders;

(c) een juridische splitsing van de Vennootschap volgens artikel 2:334a e.v. BW;

(d) een inbreng van activa dan wel een inbreng van activa en contanten door de Bieder, of enige Gelieerde Onderneming van de Bieder in ruil voor nieuw uitgegeven aandelen in het kapitaal van de Vennootschap in welke omstandigheden eventuele voorkeursrechten van de minderheidsaandeelhouders van de Vennootschap uitgesloten mogen worden, tegen marktconforme voorwaarden en ondersteund door een fairness opinie van een gerenommeerd *corporate finance* adviseur;

(e) een verkoop van alle, bijna alle, of een aanzienlijk deel van de activa van de Vennootschap, eventueel gevolgd door een uitkering van de opbrengsten aan de aandeelhouders van de Vennootschap, een en ander in overeenstemming met toepasselijk recht en de statuten van de Vennootschap en alles tegen markconforme voorwaarden;

(f) een uitkering van de opbrengsten, contanten en/of activa aan de aandeelhouders van de Vennootschap;

(g) een verkoop en levering van activa en passiva door de Bieder of een Gelieerde Onderneming van de Bieder, aan een lid van de Groep tegen marktconforme voorwaarden en ondersteund door een fairness opinie van een gerenommeerd *corporate finance* adviseur, of een verkoop en levering van activa en passiva door een vennootschap lid van de Groep aan een lid van de groep van de Bieder tegen marktconforme voorwaarden en ondersteund door een fairness opinie van een gerenommeerd *corporate finance* adviseur;

(h) de omzetting van de Vennootschap in een besloten vennootschap met beperkte aansprakelijkheid;

(i) enige combinatie van het voorgaande;

(j) enige transacties, herstructureringen, aandelenuitgiftes, procedures en/of handelingen in relatie tot de Vennootschap en/of een of meer aan de Vennootschap Gelieerde Ondernemingen vereist om eerdergenoemd doel te bereiken.

10.16 Consultaties

Het secretariaat van de Sociaal Economische Raad en de relevante vakbonden zijn schriftelijk in kennis gesteld van het Bod in overeenstemming met het SER-besluit Fusiegedragsregels 2015.

De Ondernemingsraad is geïnformeerd over de wijziging van zeggenschap als gevolg van het Bod en de Vennootschap heeft de Ondernemingsraad verzocht zijn advies te geven met betrekking tot de intentie van de Raden het Bod en de daarmee samenhangende Aandeelhoudersbesluiten aan te bevelen en te steunen, de financiering met betrekking tot het Bod en de beoogde omzetting van de Vennootschap van een naamloze vennootschap in een besloten vennootschap met beperkte aansprakelijkheid. Op basis daarvan heeft de Ondernemingsraad een positief advies gegeven met betrekking tot het voornemen van de Raden het bod en de daarmee samenhangende Aandeelhoudersbesluiten te steunen en aan te bevelen, de financiering met betrekking tot het Bod en de beoogde omzetting van de Vennootschap van een naamloze vennootschap in een besloten vennootschap met beperkte aansprakelijkheid. In dit verband hebben Royal Reesink en de Bieder bepaalde afspraken gemaakt met de Ondernemingsraad over de benoeming van Onafhankelijke Commissarissen en het behoud door de Ondernemingsraad van zijn bestaande medezeggenschapsrechten.

10.17 Aanmeldingstermijn

De Aanmeldingstermijn vangt aan op 13 april 2016 om 09:00 uur CET en eindigt, tenzij de Aanmeldingstermijn wordt verlengd overeenkomstig artikel 15 van het Bob, om 17:40 uur CET, op 7 juni 2016.

Indien de Bieder het Bod gestand doet zal de Bieder alle Aandelen aanvaarden die op geldige wijze zijn aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin aanvaardt) en die niet eerder zijn teruggetrokken in overeenstemming met de voorwaarden van het Bod met inachtneming van de procedures zoals uiteengezet in Paragraaf 4.2 (*Acceptance of the Offer and Tender*).

10.18 Verhoging van de Biedprijs

Gedurende de Aanmeldingstermijn is de Bieder bevoegd overeenkomstig artikel 15 lid 4 van het Bob de Biedprijs te verhogen. De Aanmeldingstermijn moet ten minste nog zeven (7) Werkdagen doorlopen na een verhoging van de Biedprijs. Indien de Aanmeldingstermijn minder dan zeven (7) Werkdagen doorloopt, wordt de Aanmeldingstermijn krachtens de wet tot op zijn minst tot de zevende Werkdag na de dag van een dergelijke aankondiging. Gedurende deze verlengde Aanmeldingstermijn is de Bieder niet bevoegd het Bod nogmaals te verhogen.

Aandelen die zijn aangemeld vóór een dergelijke verlenging van de oorspronkelijke Aanmeldingstermijn mogen worden ingetrokken gedurende de verlengde Aanmeldingstermijn in overeenstemming met artikel 15 lid 3 en artikel 15a lid 3 van het Bob. Echter, Aandelen die zijn aangemeld en niet worden teruggetrokken gedurende de verlenging van de Aanmeldingstermijn blijven gelden als aangemeld onder het Bod.

Indien en voor zover de Bieder gedurende de Aanmeldingstermijn Aandelen koopt buiten het Bod om en tegen een hogere prijs dan de Biedprijs, zal de Bieder op het moment van Gestanddoening een dergelijke hogere prijs betalen voor alle Aandelen die op geldige wijze zijn aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin heeft aanvaard) door een Aandeelhouder en geleverd aan de Bieder.

10.19 Intrekkingsrechten

Aandelen aangemeld voorafgaand aan de Sluitingstijd mogen niet worden ingetrokken, behoudens het recht om een aanmelding in te trekken:

(a) gedurende een verlenging van de Aanmeldingstermijn in overeenstemming met artikel 15 lid 3 van het Bob;

(b) na de aankondiging van een verplicht bod in overeenstemming met artikel 5b lid 5 van het Bob, voor zover dergelijke Aandelen al aangemeld waren voorafgaand aan het moment van de aankondiging en ingetrokken zijn binnen zeven (7) Werkdagen na een dergelijke aankondiging;

(c) na de indiening van een succesvol verzoek tot vaststelling van een billijke prijs voor een verplicht bod overeenkomstig art. 15 lid 8 van het Bob, (zover dergelijke Aandelen al

aangemeld waren voorafgaand aan het moment van het verzoek en ingetrokken zijn binnen zeven (7) Werkdagen na de datum van de beslissing tot vaststelling van een dergelijke billijke prijs);

(d) na een verhoging van de Biedprijs als gevolg waarvan de Biedprijs niet langer enkel bestaat uit een onderdeel in contanten en documentatie hieromtrent algemeen beschikbaar is gesteld in overeenstemming met artikel 15a lid 3 van het Bob (voor zover dergelijke Aandelen aangemeld waren voorafgaand aan een dergelijk verzoek en ingetrokken zijn binnen zeven (7) Werkdagen nadat een dergelijk document algemeen beschikbaar is gemaakt).

Als de Aanmeldingstermijn wordt verlengd, blijft elk Aandeel dat aangemeld is en niet is ingetrokken aangemeld onder het Bod. Aandelen aangemeld tijdens de verlenging van de Aanmeldingstermijn mogen niet worden ingetrokken, behoudens de bepalingen van artikel 5b lid 5, artikel 15 lid 3 en 8 en artikel 15a lid 3 van het Bob, zoals hierboven beschreven.

10.20 Verlenging

De Bieder kan het Bod overeenkomstig artikel 15 van het Bob eenmalig tot na de Sluitingsdatum verlengen voor een minimale periode van twee (2) weken en maximaal tien (10) weken, onderworpen aan een mogelijke verlenging in het geval van een verhoging van de Biedprijs, zoals hiervoor beschreven. In dat geval zullen alle verwijzingen in het Biedingsbericht naar de Sluitingsdatum worden verschoven naar de uiterste datum en tijd waarnaar het Bod is verlengd, tenzij uit de context anders blijkt. In het geval er een derde partij een Overtreffend Bod heeft gepubliceerd voorafgaand aan de Sluitingstijd, dan mag de Bieder overeenkomstig artikel 15, paragraaf 5 van het Bob de Aanmeldingstermijn verlengen tot na de Sluitingstijd om in overeenstemming te zijn met de aanmeldingstermijn van het Overtreffende Bod. Echter, zoals toegelicht in Paragraaf 4.2 (*Acceptance of the Offer and Tender*), kan een bewaarnemer, bank of effectenmakelaar een vroegere uiterste aanmeldingstermijn voor aandeelhouders vaststellen teneinde de bewaarnemer, bank of effectenmakelaar in staat te stellen hun acceptaties tijdig aan het Omwisselkantoor te communiceren.

Indien de Aanmeldingstermijn wordt verlengd, zal dit openbaar worden medegedeeld met inachtneming van de Fusieregels. Artikel 15 lid 2 van het Bob vereist dat een dergelijke mededeling uiterlijk op de derde (3^{e}) Werkdag na de oorspronkelijke Sluitingsdatum wordt gedaan.

Gedurende een dergelijke verlenging van de Aanmeldingstermijn, zullen de Aandelen die reeds zijn aangemeld en niet zijn ingetrokken aan het Bod onderworpen blijven. In overeenstemming met artikel 15, paragraaf 3 van het Bob geldt dat Aandelen die op of voor de oorspronkelijke Sluitingstijd zijn aangeboden gedurende de verlengde Aanmeldingstermijn mogen worden ingetrokken. In overeenstemming met artikel 15a lid 3 van het Bob kunnen de Aandelen die aangeboden zijn, binnen zeven (7) Werkdagen na de aankondiging van een verhoging van de Biedprijs worden ingetrokken.

In aanvulling op het voorgaande kan de Aanmeldingstermijn worden verlengd overeenkomstig artikel 15 paragraaf 9 van het Bob als de Biedprijs wordt verhoogd binnen zeven (7) Werkdagen na de Sluitingsdatum, in welk geval de Aanmeldingstermijn krachtens de wet wordt verlengd tot zeven (7) Werkdagen na een dergelijke verhoging van de Biedprijs.

10.21 Gestanddoening van het Bod

Het Bod wordt gedaan onder voorbehoud van vervulling of afstand van de Voorwaarden zoals uiteengezet in Paragraaf 10.10 (*Voorwaarden*). Van de Voorwaarden mag afstand gedaan worden, voor zover mogelijk bij wet of overeenkomst, als beschreven in Paragraaf 3.9 (*Offer Conditions*). Wanneer de Bieder overeenkomstig Paragraaf 10.10 (*Voorwaarden*) afstand wenst te doen van een of meer Voorwaarden, dan zal de Bieder de Aandeelhouders informeren als vereist onder de relevante regelgeving.

Tenzij de Aanmeldingstermijn wordt verlengd, zal de Bieder niet later dan drie (3) Werkdagen na de Sluitingsdatum vaststellen of de Voorwaarden zijn vervuld of dat hiervan afstand is gedaan als beschreven in Paragraaf 10.10 (*Voorwaarden*), voor zover toegestaan bij wet. Daarnaast zal de Bieder op dat moment aankondigen of (i) het Bod gestand wordt gedaan, (ii) de Aanmeldingstermijn verlengd zal worden in overeenstemming met artikel 15 lid 3 van het Bob, of (iii) het Bod is beëindigd als gevolg van de niet vervulling dan wel afstand van de Voorwaarden, in overeenstemming met Paragraaf 10.10 (*Voorwaarden*) en artikel 16 van het Bob.

Indien het Bod gestand is gedaan, zal de Bieder tegen betaling alle Aandelen aanvaarden die op geldige wijze zijn aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin aanvaardt).

10.22 Overdracht

Indien het Bod gestand wordt gedaan zullen Aandeelhouders die het Bod hebben geaccepteerd en hun Aandelen voor of op de Sluitingsdatum onder het Bod hebben aangemeld de Biedprijs ontvangen op de Dag van Overdracht met betrekking tot elk Aandeel dat op geldige wijze is aangemeld en geleverd (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin aanvaardt), vanaf welk moment ontbinding of vernietiging van de aanmelding en levering door de Aandeelhouder niet is toegestaan.

Toegelaten Instellingen die Aandelen ontvangen op grond van het Bod ontvangen deze Aandelen als bewaarnemer. Op hun beurt zullen de Toegelaten Instellingen die Aandelen schriftelijk aanbieden aan het Omwisselkantoor. Door inschrijving van deze Aandelen verklaren de Toegelaten Instellingen dat zij de Aandelen in hun bewaring hebben en dat zij tot overdracht van de Aandelen aan de Bieder zullen overgaan voor of uiterlijk op de Dag van Overdracht.

10.23 Na-Aanmeldingstermijn

De Bieder kan overeenkomstig artikel 17 van het Bob binnen drie (3) Werkdagen na Gestanddoening, een Na-Aanmeldingstermijn aankondigen om Aandeelhouders, die hun Aandelen niet hebben aangemeld tijdens de Aanmeldingstermijn, de mogelijkheid te bieden hun Aandelen alsnog onder het Bod aan te melden onder dezelfde voorwaarden en condities. Een dergelijke Na-Aanmeldingstermijn zal aanvangen op de eerste Werkdag volgend op de aankondiging van de betreffende Na-Aanmeldingstermijn en zal niet langer duren dan twee (2) weken.

Wanneer de Na-Aanmeldingstermijn is aangekondigd, zal de Bieder alle Aandelen aanvaarden die op geldige wijze zijn aangemeld (of op ongeldige wijze, mits de Bieder de aanmelding daarvan desalniettemin aanvaardt) tijdens de Na-Aanmeldingstermijn en zal de Bieder binnen vijf (5) Werkdagen na het eindigen van de Na-Aanmeldingstermijn overgaan tot betaling van de Biedprijs per Aandeel of, indien hiervan is afgeweken, volgens de aankondiging.

Aandelen die op geldige wijze zijn aangemeld (of op ongeldige wijze, mits de Bieder de aanmelding en levering daarvan desalniettemin aanvaardt) tijdens de Na-Aanmeldingstermijn kunnen niet worden ingetrokken.

De Bieder zal, binnen drie (3) Werkdagen na de Na-Aanmeldingstermijn is afgelopen, meedelen het aantal en percentage van de Aandelen dat zijn aangemeld gedurende de Na-Aanmeldingstermijn en het totale aantal en percentage van de Aandelen dat de Bieder bezit nadat de Na-Aanmeldingstermijn is verstreken.

10.24 Aanvaarding van het Bod

10.24.1 *Aanvaarding van het Bod via een Toegelaten Instelling*

Aandeelhouders die Aandelen houden via een Toegelaten Instelling dienen hun aanvaarding via hun commissionair, bank of effectenmakelaar uiterlijk op 7 juni 2016 om 17:40 CET bekend te maken, tenzij de Aanmeldingstermijn is verlengd overeenkomstig Paragraaf 4.1 (*Offer Price*) of Paragraaf 4.6 (*Extension of the Acceptance Period*). De commissionair, bank of effectenmakelaar kan een eerdere deadline vaststellen voor aanvaarding door Aandeelhouders zodat deze commissionair, bank of effectenmakelaar voldoende tijd heeft om de aanmelding door te geven aan het Omwisselkantoor.

De Toegelaten Instellingen kunnen de Aandelen alleen voor aanvaarding aanmelden aan het Omwisselkantoor en slechts in schriftelijke vorm. Bij de aanmelding van de aanvaarding dienen de Toegelaten Instellingen te verklaren dat (i) zij de aangemelde Aandelen in hun administratie hebben, (ii) elke Aandeelhouder die het Bod aanvaardt onherroepelijk garandeert dat de Aandelen die door hem worden aangeboden, aangeboden worden in overeenstemming met de beperkingen uiteengezet in Hoofdstuk 1 (*Restrictions and important information*), en (iii) zij zich verbinden deze Aandelen vóór of uiteindelijk op de Dag van Overdracht over te dragen aan de Bieder.

Met inachtneming van artikel 5b lid 5, artikel 15, leden 3 en 8 en artikel 15a lid 3 van het Bob, vormt de aanmelding van Aandelen tot aanvaarding van het Bod onherroepelijke instructies (i) elke poging om de overdracht van de aangemelde Aandelen te blokkeren, zodat op of voorafgaand aan de Dag van

Overdracht geen overdracht van dergelijke aandelen kan worden uitgevoerd (met uitzondering van overdracht aan het Omwisselkantoor op of voor de Dag van Overdracht indien de aandelen zijn aangemeld, of indien herroepingrechten van toepassing zijn) en (ii) ter debitering van de effectenrekening waarop dergelijke Aandelen worden gehouden op de Dag van Overdracht met betrekking tot alle aangemelde Aandelen, tegen betaling door het Omwisselkantoor van de Biedprijs voor die Aandelen.

10.24.2 *Aanvaarding van het Bod door Aandeelhouders die individueel zijn geregistreerd in het Aandeelhoudersregister van Royal Reesink*

Aandeelhouders die Aandelen hebben die individueel zijn geregistreerd in het aandeelhoudersregister van de Vennootschap en die hun Aandelen willen aanmelden onder het Bod, moeten uiterlijk op de Sluitingstijd een compleet en getekend aanmeldingsformulier overhandigen aan het Omwisselkantoor. De aanmeldingsformulieren zijn op aanvraag beschikbaar bij het Omwisselkantoor:

SNS Securities N.V.

Nieuwezijds Voorburgwal 162

1012 SJ Amsterdam

Nederland

Telephone number: +31 (0) 20 550 88 19

Email: openbaarbodreesink@snssecurities.nl

Het aanmeldingsformulier zal tevens dienen als akte van levering met betrekking tot de Aandelen waarnaar daarin wordt verwezen.

10.25 Overige Gevolgen van het Bod

Verwezen wordt naar Paragraaf 3.14.4 (*Other Post-Closing Restructuring Measures*) en Paragraaf 3.15 (*Consequences of the Offer*) voor mogelijk andere gevolgen van het Bod, waaronder de mogelijke gevolgen voor (i) de notering van Royal Reesink op Euronext Amsterdam; (ii) de juridische structuur van Royal Reesink en de Groep en (iii) bepaalde maatregelen welke door de Bieder na Overdracht kunnen worden genomen om 100% (honderd procent) van de Aandelen te verkrijgen (naast de mogelijke maatregelen die uiteen zijn gezet in Paragraaf 3.14 (*Post-Closing Restructuring Measures*),

Als de Bieder na afloop van het Bod maatregelen zoals uiteengezet in Paragraaf 3.14.4 (*Other Post-Closing Restructuring Measures*) overweegt, dan wel besluit over dergelijke maatregelen, zullen de belangen van de minderheidsaandeelhouders en alle andere stakeholders in Royal Reesink zorgvuldig in overweging worden genomen. Iedere procedure die redelijkerwijs kan leiden tot een disproportionele vermindering van de waarde van de Aandelen voor de Aandeelhouders (anders dan de Bieder), vereist de bevestigende stem van ten minste één Onafhankelijke Commissaris om te verzekeren dat de belangen van deze minderheidsaandeelhouders voldoende in overweging genomen worden, naast de vereiste goedkeuring van de Raden en de algemene vergadering van Aandeelhouders (voor zover vereist).

10.26 Bieder

De Bieder is een besloten vennootschap met beperkte aansprakelijkheid, rechtsgeldig opgericht op 22 juni 2015, statutair gevestigd te Amsterdam, kantoorhoudende te Herculesplein 104, 3584 AA, Utrecht en ingeschreven in het Handelsregister onder nummer 63572451.

De Bieder is speciaal opgericht voor het uitbrengen van het Bod en het verwerven van Aandelen. De uiteindelijke zeggenschap over de Bieder ligt bij Gilde. Na de Overdracht zal de uiteindelijke zeggenschap over de Bieder indirect worden gehouden door een entiteit onder zeggenschap van Gilde, Todlin N.V., Navitas en STAK (middels Manco).

Op grond van artikel 1:1 van de Wft, kwalificeren de Bieder, Gilde, Todlin en Navitas als een bieder met betrekking tot het Bod.

De raad van bestuur van de Bieder bestaat enkel uit Gilde V Management B.V., welke geen Aandelen houdt. De Bieder heeft geen raad van commissarissen.

Het maatschappelijk kapitaal van de Bieder bedraagt € 0.01 en bestaat uit 1 aandeel met een nominale waarde van € 0.01. Alle aandelen van de Bieder zijn geregistreerde aandelen. De Bieder is een 100% (honderd procent) dochteronderneming van River Holding B.V.

10.27 Aankondigingen

Aankondigingen in verband met het Bod, inclusief aankondigingen in verband met een verlenging van de Aanmeldingstermijn tot na de Sluitingstermijn, worden door middel van een persbericht gedaan en worden tevens beschikbaar gesteld op de website van Royal Reesink op www.reesink.com. Met inachtneming van de Fusieregels, heeft de Bieder geen verplichting enige publieke aankondiging te doen anders dan hierboven beschreven.

10.28 Beoogd tijdschema

Verwachte Datum en Tijd	**Gebeurtenis**
12 april 2016	Publicatie van het persbericht met betrekking tot de verkrijgbaarstelling van het Biedingsbericht en de aanvang van het Bod.
13 april 2016, 9:00 uur	Aanvang van de Aanmeldingstermijn onder het Bod overeenkomstig artikel 14 van het Bob.
25 mei 2016, om 14:00 uur	AVA, waarop onder andere het Bod zal worden besproken overeenkomstig artikel 18, paragraaf 1 van het Bob. Bovendien worden de Aandeelhoudersbesluiten voorgelegd aan de AVA in verband met het Bod.
7 juni 2016, 17:40 uur	*Sluitingsdatum* Uiterste datum waarop Aandeelhouders hun Aandelen onder het Bod kunnen aanmelden.
Uiterlijk drie (3) Werkdagen na de Sluitingsdatum	De dag waarop de Bieder, overeenkomstig artikelen 15 en 16 van het Bob, openbaar aankondigt dat (i) het Bod gestand wordt gedaan (*Dag van Gestanddoening*), (ii) het Bod wordt verlengd voor een periode van twee (2) tot tien (10) weken, of (iii) het Bod niet gestand wordt gedaan, omdat niet aan een Voorwaarden is voldaan en geen afstand is gedaan van deze Voorwaarde.
Uiterlijk op de derde (3) Werkdag na de dag waarop het Bod gestand wordt gedaan	*Aanvang van de Na-Aanmeldingstermijn* Na-Aanmeldingstermijn: de Bieder kan een Na-Aanmeldingstermijn aankondigen voor het Bod met een maximale duur van twee (2) weken opdat de Aandeelhouders die hun Aandelen niet hebben aangemeld gedurende de Aanmeldingstermijn, hun Aandelen kunnen aanmelden onder dezelfde voorwaarden die voor het Bod gelden.
Uiterlijk vijf (5) Werkdagen na de dag waarop het Bod gestand wordt gedaan	*Dag van Overdracht* De datum waarop de Bieder zal overgaan tot betaling van de Biedprijs per Aandeel aan de Aandeelhouders die op geldige wijze hun Aandelen hebben aangemeld (of op ongeldige wijze, mits de Bieder de aanmelding

Verwachte Datum en Tijd	Gebeurtenis
	en levering daarvan desalniettemin aanvaardt) en geleverd voor de Sluitingstijd, onder de voorwaarde dat het Bod gestand wordt gedaan, zijnde uiterlijk vijf (5) Werkdagen na de Dag van Gestanddoening.

10.29 Verkrijgbaarheid informatie

Digitale exemplaren van het Biedingsbericht zijn verkrijgbaar op de website van Royal Reesink op www.reesink.com. Deze website maakt op geen enkele wijze deel uit van het Biedingsbericht. Exemplaren van het Biedingsbericht zijn verder kosteloos verkrijgbaar op het hoofdkantoor van het Omwisselkantoor op het hierboven genoemde adres.

Een digitaal exemplaar van de statuten van Royal Reesink is verkrijgbaar op de website van Royal Reesink op www.reesink.com.

11. ADVISORS

Advisor to the Offeror:

Legal advisor
Clifford Chance LLP
Droogbak 1A
1013 GE Amsterdam
The Netherlands

Advisors to the Company:

Legal advisor
De Brauw Blackstone Westbroek N.V.
Claude Debussylaan 80
1082 MD Amsterdam
The Netherlands

Financial advisors
Coöperatieve Rabobank U.A.
Corporate Finance Advisory
Croeselaan 28
3521 CB Utrecht
The Netherlands

12. PRESS RELEASES

12.1 Joint press release dated 8 February 2016

[*Included on next page*]

*This is a joint press release by Royal Reesink N.V. ("**Royal Reesink**" or the "**Company**") and River Acquisition B.V. (the "**Offeror**") in connection with the intended public offer (the "**Offer**") for all of the listed issued depositary receipts of ordinary shares in the capital of Royal Reesink (the "**Depositary Receipts**") and all non-listed issued ordinary shares in the capital of Royal Reesink which are not registered in the name of Stichting Administratiekantoor van Aandelen Reesink (the "**Registered Shares**" and together with the Depositary Receipts, the "**Shares**"). Currently the Shares are not admitted to trading on a regulated market, and consequently the rules on public offers by or pursuant to the Dutch Financial Market Supervision Act (Wet op het financieel toezicht) are not applicable to the Offer. Once the Depositary Receipts are admitted to trading on the regulated market of Euronext Amsterdam, this release shall for the purposes of the Dutch Decree on Public Offers (Besluit openbare biedingen Wft), be deemed to be the announcement which will at such time be required to be made pursuant to the provisions of article 4, paragraphs 1 and 3, article 5, paragraph 1 and article 7, paragraph 4 of the Dutch Decree on Public Offers (Besluit openbare biedingen Wft) in respect of the Offer. This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in Royal Reesink. Any offer will be made only by means of an offer memorandum (the "**Offer Memorandum**"). This announcement is not for release, publication or distribution, in whole or in part, in or into, directly or indirectly, Canada, Japan and the United States.*

JOINT PRESS RELEASE

8 February 2016

Consortium led by Gilde Buy Out Partners to make a recommended cash offer for all Shares in Royal Reesink

Consortium supports the current strategy of Royal Reesink

Transaction highlights:

- Royal Reesink and River Acquisition B.V., a company controlled by a consortium of investors (the "**Consortium**") led by Gilde Buy Out Partners ("**Gilde**") and also including Todlin N.V. ("**Todlin**") and Navitas B.V. ("**Navitas Capital**"), current holders of Shares in Royal Reesink, have reached conditional agreement on a recommended full public cash offer with an offer price of € 101 (*cum dividend*) in cash per Share of Royal Reesink, subject to customary conditions (the "**Offer Price**").
- The Offer Price represents a premium of 29.4% to the closing price of € 78.05 of the Depositary Receipts listed on Alternext Amsterdam on 5 February 2016, a premium of 27.5% to the average closing price for the 3 months prior to and including that date and a premium of 26.5% to the average closing price for the 6 months prior to and including that date.
- The management board (the "**Management Board**") and the supervisory board (the "**Supervisory Board**") of Royal Reesink fully support and unanimously recommend the Offer.
- Irrevocable undertakings have been obtained from Royal Reesink's major shareholders, representing approximately 55.9% of the Company's issued and outstanding Shares.
- Taking into account all commitments from major shareholders and Shares held by Todlin and Navitas Capital, 73.3% of the issued and outstanding Shares have been committed to the Offer.
- The Offeror has committed financing in place on a "certain funds" basis.
- Consortium provides solid and stable shareholder base.

Strategic rationale:

- The Offeror fully supports Royal Reesink's strategic ambitions, including Royal Reesink's buy and build business strategy.
- The Offeror has agreed to support investments in Royal Reesink's existing businesses for sustainable value enhancement, and to support Royal Reesink's financing needs insofar as additional capital is required in order to pursue add-on acquisitions as part of its buy and build strategy.
- The members of the Consortium will bring extensive experience and a strong track record of supporting management teams in the execution of their business strategy.

Non-financial covenants:

- Existing employee rights and benefits, including pension rights, will remain in place.
- No reorganisation, restructuring plan or reduction of the number of persons currently employed within the group as a consequence of the Offer.
- No change in Management Board.
- Royal Reesink's head office, central management and key support functions will remain in the region of Apeldoorn, the Netherlands.
- Major brands and product names shall remain unchanged. The name of the Company shall remain Reesink.
- The group shall remain prudently financed.
- Royal Reesink's Supervisory Board will include two independent members who shall monitor the compliance with the non-financial covenants following settlement of the Offer.

Apeldoorn/Utrecht, 8 February 2016 – Royal Reesink N.V. and River Acquisition B.V., a company controlled by a consortium of investors led by Gilde Buy Out Partners, which also includes current holders of Shares, Todlin and Navitas Capital, jointly announce that they have reached conditional agreement on an intended recommended full cash public offer of € 101 (*cum dividend*) in cash per Share in the capital of Royal Reesink, subject to customary conditions (the "Offer"). The Offer Price represents a premium of 29.4% to the closing price of € 78.05 of the Depositary Receipts listed on Alternext Amsterdam on 5 February 2016, and a premium of 27.5% to the average closing price for the 3 months prior to and including that date and a premium of 26.5% to the average closing price for the 6 months prior to and including that date.

Mr. Gerrit van der Scheer, CEO of Royal Reesink: *"Today, we announce the intended offer by River Acquisition B.V. We have been able to grow the company to where we are today through, amongst others, our successful buy and build strategy. The Offeror supports this strategy going forward, and intends to invest in the autonomous growth of our divisions, as well as in new acquisitions as part of our growth strategy. The members of the Consortium have a strong track record in supporting management teams in the execution of their business strategy and we look forward to further growing the company with the support of a solid and stable shareholder base. We are very pleased that two of our current large shareholders, Todlin and Navitas Capital will continue their strong commitment to Royal Reesink by investing additional means besides reinvesting the proceeds of this Offer in the Offeror. We firmly believe that the intended offer by the Offeror is beneficial to all our stakeholders, including our current shareholders, and we therefore fully support and recommend the Offer."*

Mr. Cees Veerman, chairman of the Supervisory Board of Royal Reesink: *"The Supervisory Board unanimously supports the intended offer by River Acquisition B.V. We have carefully and extensively evaluated this option, consistent with our fiduciary duties. Not only have we been able to negotiate a fair price for our shareholders, but also the non-financial covenants that give us comfort in safeguarding the interest of all stakeholders. The Offeror is committed to an appropriate governance structure and prudent financing. We believe that having the Consortium on-board will further enhance our position for long-term sustainable growth."*

Mr. Nikolai Pronk, partner Gilde Buy Out Partners, also on behalf of Todlin and Navitas Capital: *"We are impressed with the way management has been able to build a strong and leading distribution and wholesale platform in its respective markets through autonomous growth as well as a successful buy and build strategy. Royal Reesink has well established and longstanding relationships with its*

principals and we strongly believe that we can support management in their strategy of growing with these partners on a more international level. We highly appreciate the support of management and the Supervisory Board as well as irrevocable commitments of major shareholders representing 73% of the issued and outstanding shares. Gilde, Todlin and Navitas Capital look forward to working with Royal Reesink management and supporting them in accelerating the execution of their business strategy."

Listing on Euronext
Royal Reesink is currently listed on Alternext Amsterdam, a multilateral trading facility operated by Euronext Amsterdam N.V. As previously announced, Alternext Amsterdam will cease to exist as per 30 April 2016. Royal Reesink has started the procedure for listing the Depositary Receipts on Euronext Amsterdam, a regulated market operated by Euronext Amsterdam N.V. Royal Reesink intends to continue this procedure. Royal Reesink and the Offeror envisage that the intended Offer is made following the intended admission of Depositary Receipts to trading on the regulated market of Euronext Amsterdam. As a result the Offer would be made subject to the applicable laws and rules regarding public offers in respect of securities of a company which is admitted to trading on a regulated market of Euronext Amsterdam, including the Dutch Decree on Public Offers (*Besluit openbare biedingen Wft*).

Strategic rationale
Royal Reesink considers the intended Offer to be a compelling proposition for all the Company's stakeholders.

The Offeror and Royal Reesink believe that operating as a private company, with the backing of a committed solid and stable shareholder like the Consortium, will offer Royal Reesink significant advantages and enable the management team to accelerate the execution of the business strategy.

The combination of the Offeror and Royal Reesink will help the Royal Reesink group realise its business strategy, allowing it to improve and invest in its existing divisions and, as part of an effective buy and build strategy, to strengthen its divisions further through acquisitions. Royal Reesink's free cash flow will be available for reinvestment to finance Royal Reesink's business and strategy. With the Offeror as its shareholder, the Company will have access to liquidity for long term value enhancement of the business. This focus on value creation will also benefit commercial relationships with amongst others the original equipment manufacturers and the dealers. The Offeror will bring extensive experience and a strong track record of supporting management teams in the execution of their business plans. The Offeror has a clear understanding of the markets in which the group operates.

Furthermore, the transaction gives shareholders an opportunity to sell all their Shares at a premium, against the backdrop of a public trading market in the Shares which is relatively illiquid with low trading volumes.

Support and recommendation from the Management Board and the Supervisory Board
Royal Reesink's Management Board and Supervisory Board have met on a frequent basis throughout the process to discuss the progress of the discussions with members of the Consortium, the other developments in the process and the key decisions in connection with the intended Offer.

A steering committee was formed from members of the Supervisory Board and senior management together with Royal Reesink's financial and legal advisors ("**Steering Committee**") at the start of the process. In order to avoid the perception of a conflict of interest, Mr. Van Delft, member of the Supervisory Board, was upon his request not involved in the deliberations and the decision-making with respect to the intended Offer as he holds an interest of approximately 5% in Royal Reesink through Bibiana Beheer B.V. In order to avoid the perception of a conflict of interest, Messrs Van der Scheer and Linnenbank did not participate in the final discussions of the Steering Committee with the Offeror on the Offer Price, as the Offeror had at that stage initiated discussions regarding participation by management in the Offeror after settlement of the Offer.

After due and careful consideration of the strategic, financial, operational and social aspects of the contemplated transaction, and after having received extensive financial and legal advice, the Management Board and the Supervisory Board of Royal Reesink have concluded that the Offer is in the best interest of Royal Reesink and its stakeholders, including holders of Shares.

Leonardo & Co. B.V. ("**Houlihan Lokey Leonardo**") has issued a fairness opinion to the Management Board and Supervisory Board and has opined that the Offer is fair to the holders of Shares from a financial point of view.

Taking all of these considerations into account, the Management Board and Supervisory Board fully support the Offer and unanimously recommend the Offer for acceptance to the holders of Shares,

Financing of the Offer
The Offer values 100% of the Company's issued Shares at approximately € 139.6 million.

The Offeror will finance the Offer through a combination of shareholder funding made available on behalf of the Offeror and third party debt financing. In this context, the Offeror has received binding equity commitment letters, including from entities managed, controlled and/or advised by each of Gilde, Todlin and Navitas Capital, for an aggregate amount of € 109 million, which are fully committed, subject to customary conditions (the "**Shareholder Financing**"). In addition, the Offeror has entered into binding debt commitment documentation with ABN AMRO Bank N.V., Commerzbank Aktiengesellschaft, Filiale Luxembourg, ING Bank N.V. and Coöperatieve Rabobank U.A. ("**Rabobank**") for facilities in an aggregate amount of € 170 million including an acquisition facility which is fully committed on a "certain funds" basis, subject only to customary conditions (the "**Debt Financing**").

The Offeror has no reason to believe that any such customary conditions to the Shareholder Financing or the Debt Financing will not be fulfilled on or prior to the settlement date under the Offer.

From the Shareholder Financing and the Debt Financing, the Offeror will be able to fund the acquisition of the Shares under the Offer and the payment of fees and expenses related to the Offer. The Debt Financing includes a roll-over of Royal Reesink's existing corporate debt financing.

In addition, the outstanding loan from Pon Onroerend Goed Leusden B.V. (**"Pon**") under the vendor loan agreement dated 16 October 2013 with Royal Reesink and Stichting Administratiekantoor van Aandelen Reesink will be prepaid by Royal Reesink if the Offer results in a change of control (the "**Offer Change of Control**"). For practical reasons, Pon shall not exercise its conversion right under the loan agreement in the event of an Offer Change of Control. Royal Reesink shall, upon the occurrence of an Offer Change of Control, make an additional payment to Pon in an amount equal to the additional amount that would have been payable to Pon under the Offer had Pon exercised its conversion right in connection with such Offer Change of Control and subsequently tendered its Shares.

The Offeror has agreed with Royal Reesink that the Offeror shall procure that the Royal Reesink group will remain prudently financed to safeguard the continuity of Royal Reesink's business and of the implementation of Royal Reesink's business strategy.

Irrevocable undertakings
Major shareholders, Bibiana Beheer B.V., Decico B.V., Delta Lloyd Deelnemingenfonds N.V., Pon Holdings B.V., Project Holland Deelnemingen B.V., have irrevocably undertaken to support and accept the intended Offer and vote in favour of certain shareholder resolutions relating to the Offer.

Information shared with major shareholders about the Offer shall, if not published prior to the Offer Memorandum being made generally available, be included in the Offer Memorandum in respect of the Offer (if and when issued) and these major shareholders will tender their Shares on the same terms and conditions as the other shareholders.

A number of managers, including Mr. G. van der Scheer (CEO), have also entered into irrevocable commitments in respect of Shares held by them.

The irrevocable commitments of major shareholders and management together represent approximately 55.9% of the Company's Shares, excluding Shares held by Royal Reesink and its subsidiaries . Taking into account Shares held by Todlin and Navitas Capital, 73.3% of the Shares, excluding Shares held by Royal Reesink and its subsidiaries, have been committed to the Offer.

The CEO has had discussions with the Offeror regarding participation in the Offeror by the CEO after settlement of the Offer. The Offeror has also extended an invitation to other members of management of Royal Reesink to participate in the Offeror after settlement of the Offer.

Corporate governance
Following settlement, Royal Reesink will remain a separate legal entity and organisation and will remain the holding company of the current and future subsidiaries and operations from time to time. Royal Reesink will also continue to apply the structure regime for large companies (*structuurregime*).

After settlement of the Offer the composition of the Management Board remains unchanged: Mr. G. van der Scheer will remain CEO. Furthermore, Mr. G.T.M. Linnenbank will also remain in function as CFO. The Supervisory Board is expected to be composed of five members following settlement: Mr. C.P. Veerman and Ms R.M. Bergkamp will continue as members of the Supervisory Board, Mr. C.P. Veerman will remain as chairman of the Supervisory Board, and three new members of the Supervisory Board will be nominated for appointment by the Offeror. The two continuing members of the Supervisory Board (and their successors) (the "**Independent Supervisory Board Members**") will need to remain 'independent'. An Independent Supervisory Board Member shall be required to resign from the Supervisory Board, as soon as such Independent Supervisory Board Member directly or indirectly, acquires any equity or similar interest in the Company.

Non-financial covenants
The Offeror values the interests of all Royal Reesink's stakeholders, including shareholders, employees, suppliers and customers. Therefore, the Offeror has agreed to certain non-financial covenants with regard to Royal Reesink's strategy, structure and governance, financing, minority shareholders, employees and other matters, in addition to the abovementioned arrangements.

The Company's business will be maintained substantially intact, taking into account the realisation of the business strategy. This also means that Reesink Green Equipment will remain subdivided into two departments using Chinese walls.

The Offeror shall support and respect the Company's business strategy of driving (i) organic growth and (ii) growth through acquisitions as described in the Company's consolidated annual report 2014 towards being an essential link in the distribution chain firstly by translating market feedback into innovative and sustainable solutions for the group's suppliers and manufacturers and by supporting dealers and customers in the operation of their businesses.

Royal Reesink and the Offeror have agreed that the independent Supervisory Board members shall be given a special role in monitoring compliance with the non-financial covenants. Any deviation from the non-financial covenants is only permitted with the prior approval of the Supervisory Board including a vote in favour of such approval by at least one (1) Independent Supervisory Board Member. Any successor of the Offeror will be required to commit to the same non-financial covenants for any remaining part of the period to which the Offeror had committed.

The non-financial covenants in respect of the minority shareholders shall expire on the earlier of (i) the date on which none of the Shares are held by any third party other than the Offeror or its affiliates and (ii) the date on which the Enterprise Chamber has determined the price payable by the Offeror to the other Shareholders pursuant to the compulsory acquisition procedure (*uitkoopprocedure*). Most other non-financial covenants shall terminate three years after settlement of the Offer.

Commencement conditions and offer conditions
The making of the Offer is subject to the satisfaction or waiver of the following commencement conditions customary for a transaction of this kind, being:

(a) the compliance with Royal Reesink's employee co-determination procedures and employee related notification procedures with respect to all relevant aspects of the Offer (including the financing thereof);
(b) no material adverse effect having occurred;
(c) the approval of the final draft of the Offer Memorandum by the Dutch Authority for the Financial Markets (Stichting Autoriteit Financiële Markten, "**AFM**");

(d) no initial public announcement having been made of a Competing Offer (as defined below) or a mandatory offer pursuant to Article 5:70 Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*);
(e) the Management Board and Supervisory Board not having revoked, modified, amended or qualified their recommendation of the Offer;
(f) the delivery to the Offeror of duly executed resignation letters of certain members of the Supervisory Board, in form and substance satisfactory to the Offeror;
(g) no notification having been received from the AFM stating that pursuant to Article 5:80 Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*) securities institutions (*effecteninstellingen*) would not be permitted to cooperate with the execution and completion of the Offer;
(h) Stichting Continuiteit Reesink not having exercised its call option under the cumulative preference share call option agreement between Stichting Continuiteit Reesink and the Company;
(i) no order, stay, judgment or decree having been issued, or any statute, rule, regulation, governmental order or injunction having been proposed, enacted, enforced or deemed applicable to the Offer, any of which restrains, prohibits or delays or is reasonably likely to restrain, prohibit or delay consummation of the Offer in any material respect or amends, suspends, revokes, annuls, or otherwise adversely affects the AFM's decision to approve the Offer Memorandum in any material respect;
(j) the Company having received approval from the AFM for the prospectus and the Depositary Receipts having been admitted to listing and trading on the regulated market of Euronext Amsterdam;
(k) no material breach by either party to the Merger Agreement entered into by Royal Reesink and the Offeror;
(l) the irrevocable undertakings being in full force and effect and not having been breached, terminated or modified, except as approved by the Offeror; and
(m) the Merger Agreement not having been terminated in accordance with its terms.

If and when made, the consummation of the Offer will be subject to the satisfaction or waiver of the following offer conditions:

(a) the aggregate number of (a) Shares tendered under the Offer, and (b) Shares directly or indirectly held by the Offeror or committed to the Offeror subject only to the Offer being declared unconditional, representing at least 95% of Royal Reesink's issued share capital (*geplaatst kapitaal*) as at the closing date of the Offer, excluding Shares held by Royal Reesink or any of its subsidiaries for its own account as at the closing date of the Offer (the "**Minimum Acceptance Condition**");
(b) all mandatory competition approvals or, as applicable, statements of no objections, of domestic and/or international authorities (including but not limited to the Commission of the European Union) required in connection with the Offer and the intended change of control having been obtained or the expiry, lapsing or termination of all applicable waiting and other time periods (including extensions thereof) under any applicable legislation or regulation having occurred, no later than three (3) business days prior to the closing date;
(c) no material adverse effect having occurred;
(d) the Management Board and Supervisory Board not having revoked, modified, amended or qualified their recommendation of the Offer;
(e) no initial public announcement having been made of a Competing Offer or a mandatory offer pursuant to Article 5:70 Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*);
(f) Stichting Continuiteit Reesink, subject only to the Offer becoming unconditional, having irrevocably and otherwise unconditionally renounced its call option right to acquire any cumulative protective preference shares B in the Company and not having exercised its call option under the cumulative preference share call option agreement between Stichting Continuiteit Reesink and the Company;
(g) no order, stay, judgment or decree having been issued by any court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority and being in effect, or any statute, rule, regulation, governmental order or injunction having been enacted, enforced or deemed applicable to the Offer, any of which restrains, prohibits or

delays or is reasonably likely to restrain, prohibit or delay consummation of the Offer in any material respect;

(h) no material breach by either party to the Merger Agreement;
(i) the irrevocable undertakings being in full force and effect and not having been breached, terminated or modified, except as approved by the Offeror;
(j) the Merger Agreement not having been terminated in accordance with its terms;
(k) no notification having been received from the AFM that the Offer has been made in conflict with any of the provisions of chapter 5.5 of the Wft or the Decree, within the meaning of section 5:80 Wft in which case, pursuant to those rules, securities institutions (effecteninstellingen) would not be permitted to cooperate with the execution and completion of the Offer; and
(l) the extraordinary general meeting of Royal Reesink having adopted the following resolutions and such resolutions being in full force and effect and not having been revoked, modified, amended or qualified: (a) the appointment of the persons to be nominated for appointment as members of the Supervisory Board, and (b) the provision of a waiver in respect of the rule described in article 6.1 of the articles of association of the Company which provides that a legal person may not have or have registered in his name more than 1% (one percent) of the issued ordinary shares.

The Offeror may waive or partially waive and lower the Minimum Acceptance Condition, unless the Minimum Acceptance Condition, following partial waiver and lowering, will be below 80%, in which case the prior approval of the Supervisory Board is required.

Competing Offer
Royal Reesink and the Offeror may each terminate the Merger Agreement in the event a bona fide third party makes a written proposal (a "**Competing Offer**") which, in the reasonable opinion of the Management Board and the Supervisory Board, is a more beneficial offer than the Offer, provided that the consideration exceeds the Offer Price, if fully in cash, by 7.5%.

As part of the Merger Agreement, Royal Reesink has entered into customary undertakings not to solicit third party offers.

In the event of a Competing Offer, the Offeror will be given the opportunity to match this offer, in which case the Merger Agreement may not be terminated by Royal Reesink.

Termination Fee
If the Merger Agreement is terminated by the Offeror (i) following the announcement of a Competing Offer and the Offeror has not made a matching revised Offer, or (ii) because of a material breach of the Merger Agreement by the Company in connection with the Boards' recommendation, the Company will pay the Offeror a termination fee of € 2 million.

Obtaining 100% ownership
The willingness of the Offeror to pay the Offer Price is based on the acquisition of 100% of the Shares or 100% of the assets of the Company. An acquisition of 100% enables an efficient capital structure both from a tax and financing perspective, which is an important factor in achieving the premium implied by the Offer Price.

If the Offeror acquires at least 95% of the Shares, excluding Shares held by Royal Reesink and its subsidiaries for their own account, Royal Reesink intends to delist from Euronext Amsterdam promptly, and the Offeror intends to initiate the statutory squeeze-out proceedings to obtain 100% of the Shares.

If the Offeror acquires less than 95% and decides, in its sole discretion, to waive the Minimum Acceptance Condition, the Offeror has indicated that it intends to utilise any legal measures available to it in order to acquire full ownership of Royal Reesink (e.g. an asset transaction, statutory (cross border) merger or de-merger, contribution of assets and/or cash against issue by Royal Reesink of additional shares). The Offeror may, after settlement, acquire the entire business of the Company at the same price and for the same consideration as the Offer Price pursuant to an asset sale, followed by a liquidation of the Company, to deliver such consideration to holders of Shares. Any such asset sale and liquidation will require the approval of the Management Board and Supervisory Board, as well

as the approval of the General Meeting of Shareholders, at that time. Such post-closing restructuring measures shall also require the approval of at least one of the Independent Supervisory Board Members.

Indicative timetable
Royal Reesink and the Offeror will seek to obtain all necessary approvals, including competition clearances as soon as practicable. The consultation and information procedures with Royal Reesink's Central Works Council and the relevant trade unions will start as soon as possible.

Royal Reesink and the Offeror currently envisage that the Offeror makes the Offer following the intended admission of trading of the Depositary Receipts to the regulated market of Euronext Amsterdam. For further information explicit reference is made to the Offer Memorandum, which will contain further details regarding the Offer. Subject to timely admission of trading of Depositary Receipts to the regulated market of Euronext Amsterdam, the Offer Memorandum is currently expected to be published and the Offer is expected to commence by April 2016.

Royal Reesink will hold an informative extraordinary general meeting at least six business days before closing of the offer period under the Offer, as contemplated by Article 18 paragraph 1 of the Dutch Decree on Public Offers (*Besluit openbare biedingen Wft*).

Advisors
Clifford Chance LLP is acting as legal advisor to the Offeror.

Rabobank is acting as financial advisor to Royal Reesink and De Brauw Blackstone Westbroek N.V. is acting as legal advisor to Royal Reesink. Citigate First Financial is acting as communications advisor to Royal Reesink. Houlihan Lokey Leonardo has provided a fairness opinion to the Management Board and Supervisory Board.

Further information
The information in this press release is not intended to be complete. For further information explicit reference is made to the Offer Memorandum, which is expected to be published later this year. This Offer Memorandum will contain further details regarding the Offer. The holders of Shares are advised to carefully review the Offer Memorandum in detail and to seek independent advice where appropriate in order to reach a reasoned judgement in respect of the content of the Offer Memorandum and the Offer itself.

For further information please contact:
Mr. G. Van der Scheer, CEO Royal Reesink N.V.
Tel.: +31 (0)575 599 301

About Royal Reesink
Royal Reesink focuses on two segments: Reesink Equipment and Reesink Industries.
In Reesink Equipment, our businesses are involved in the distribution of leading brands and/or the delivery of strong concepts for agriculture and horticulture, landscape maintenance, material handling and civil engineering. The products are supplied either directly or through dealers to farmers, contractors, green area companies, golf courses, municipalities, government bodies, water boards, foresters and logistics customers operating in the food & agri, non-food, industrial, transshipment (harbours) and civil engineering sectors.

In Reesink Industries, our businesses are involved as a distributor of steel, personal protection items and hydraulic components and systems. In this segment, we mainly supply steel manufacturers, building sites, installation production companies, technical wholesalers, the offshore and shipping industry, machinery manufacturers and the agricultural industry. For more information, please visit: www.reesink.com.

About Gilde
With offices in the Benelux and DACH regions, Gilde Buy Out Partners is a leading European private equity investor in mid-market transactions. Founded in 1982, Gilde has been supporting management teams in over 100 buy out transactions. Gilde manages funds in excess of €3 billion and has a

controlling interest in companies such as Royal ten Cate, Enkco, Roompot, Comcave, Riri, Teleplan, Powerlines and HG. For more information, please visit: www.gilde.com.

About Todlin
Todlin is an investment fund managed by Teslin Capital Management. Todlin invests in promising listed small-caps. Based on fundamental analysis Todlin selects companies with a strong market position, healthy and growing cash flows and a proper corporate governance structure. Todlin focuses on responsible value creation in the long term and acts as an active and involved shareholder. For more information, please visit: www.teslin.nl.

About Navitas Capital
Navitas Capital is a privately owned investment company focused on investing in strong, medium-sized companies with growth prospects. The approach can be described as proactive and entrepreneurial, with an emphasis on creating long-term value. Navitas Capital has long term participating interests in Dutch listed and private companies with clear growth potential. For more information, please visit: www.navitascapital.nl.

General restrictions
This announcement is for information purposes only and does not constitute an offer or an invitation to acquire or dispose of any shares or investment advice or an inducement to enter into investment activity. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire the shares of Royal Reesink in any jurisdiction. The distribution of this press release may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this document should inform themselves of and observe these restrictions. To the fullest extent permitted by applicable law, the Offeror and Royal Reesink disclaim any responsibility or liability for the violation of any such restrictions by any person. Any failure to comply with these restrictions may constitute a violation of the securities laws of that jurisdiction. Neither the Offeror, nor Royal Reesink, nor any of their advisors assumes any responsibility for any violation by any person of any of these restrictions. Any holder of Shares who is in any doubt as to his position should consult an appropriate professional advisor without delay. This announcement is not to be released, published or distributed in or into, Canada, Japan and the United States.

Forward-looking statements
This press release may include "forward-looking statements", including statements regarding the transaction and anticipated consequences and benefits of the transaction, the targeted close date for the transaction, the intended financing, as well as language indicating trends, such as "anticipated" and "expected." These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those expressed or implied by these statements. These risks and uncertainties include the receipt and timing of approvals from regulatory authorities. These forward-looking statements speak only as of the date of this press release. The Offeror, each member of the Consortium and Royal Reesink expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in the expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. Although the Offeror and Royal Reesink believe that the assumptions upon which their respective financial information and their respective forward-looking statements are based are reasonable, they can give no assurance that these assumptions will prove to be correct. Neither the Offeror, any member of the Consortium, nor Royal Reesink, nor any of their advisors accepts any responsibility for any financial information contained in this press release relating to the business or operations or results or financial condition of the other or their respective groups.

12.2 Joint press release dated 7 March 2016

[*Included on next page*]

*This is a joint press release by Royal Reesink N.V. ("**Royal Reesink**") and River Acquisition B.V. (the "**Offeror**") in connection with the intended public offer (the "**Offer**") for all of the listed issued depositary receipts of ordinary shares in the capital of Royal Reesink (the "**Depositary Receipts**") and all non-listed issued ordinary shares in the capital of Royal Reesink which are not registered in the name of Stichting Administratiekantoor van Aandelen Reesink (the "**Registered Shares**" and together with the Depositary Receipts, the "**Shares**"). Currently the Shares are not admitted to trading on a regulated market and consequently, the rules on public offers by or pursuant to the Dutch Financial Market Supervision Act (Wet op het financieel toezicht) are not applicable to the Offer. The Depositary Receipts are expected to be admitted to trading on the regulated market of Euronext Amsterdam on 9 March 2016. Once the Depositary Receipts are admitted to trading on the regulated market of Euronext Amsterdam, this release shall, for the purposes of the Dutch Decree on Public Offers (Besluit openbare biedingen Wft) (the "**Takeover Decree**"), be deemed to be the announcement which will at such time be required to be made pursuant to the provisions of article 7 paragraph 1 sub a of the Takeover Decree in respect of the Offer. This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in Royal Reesink. Any offer will be made only by means of an offer memorandum (the "**Offer Memorandum**"). This announcement is not for release, publication or distribution, in whole or in part, in or into, directly or indirectly, Canada, Japan and the United States.*

JOINT PRESS RELEASE

Status update on the intended Offer by River Acquisition B.V for all Shares in Royal Reesink N.V.

Apeldoorn/Utrecht, 7 March 2016 – On 8 February 2016, Royal Reesink N.V. and River Acquisition B.V., a company controlled by a consortium of investors led by Gilde Buy Out Partners and also including current holders of Shares, Todlin N.V. and Navitas B.V., jointly announced their conditional agreement on an intended recommended public offer for all Shares, subject to customary conditions, with an offer price of € 101 (*cum dividend*) in cash per Share.

Status update on the intended Offer by River Acquisition B.V. for all Shares in Royal Reesink N.V.

The Offeror and Royal Reesink confirm that they are making timely progress on the preparations for the Offer. The Offeror expects to submit a request for review and approval of the Offer Memorandum with the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*) shortly after the intended listing of the Depositary Receipts on Euronext Amsterdam. As previously announced, the Offer Memorandum is currently expected to be published, and the Offer is expected to commence, in April 2016. At such time, the Offeror will publicly announce the availability of the Offer Memorandum and the commencement of the offer period.

For further information please contact:
Mr. G. Van der Scheer, CEO Royal Reesink N.V.
Tel.: +31 (0)575 599 301

About Royal Reesink
Royal Reesink focuses on two segments: Reesink Equipment and Reesink Industries.
In Reesink Equipment, our businesses are involved in the distribution of leading brands and/or the delivery of strong concepts for agriculture and horticulture, landscape maintenance, material handling and civil engineering. The products are supplied either directly or through dealers to farmers, contractors, green area companies, golf courses, municipalities, government bodies, water boards, foresters and logistics customers operating in the food & agri, non-food, industrial, transshipment (harbours) and civil engineering sectors.

In Reesink Industries, our businesses are involved as a distributor of steel, personal protection items and hydraulic components and systems. In this segment, we mainly supply steel manufacturers, building sites, installation production companies, technical wholesalers, the offshore and shipping industry, machinery manufacturers and the agricultural industry. For more information, please visit: www.reesink.com.

About Gilde
With offices in the Benelux and DACH regions, Gilde Buy Out Partners is a leading European private equity investor in mid-market transactions. Founded in 1982, Gilde has been supporting management teams in over 100 buy out transactions. Gilde manages funds in excess of €3 billion and has a controlling interest in companies such as Royal ten Cate, Enkco, Roompot, Comcave, Riri, Teleplan, Powerlines and HG. For more information, please visit: www.gilde.com.

About Todlin
Todlin is an investment fund managed by Teslin Capital Management. Todlin invests in promising listed small-caps. Based on fundamental analysis Todlin selects companies with a strong market position, healthy and growing cash flows and a proper corporate governance structure. Todlin focuses on responsible value creation in the long term and acts as an active and involved shareholder. For more information, please visit: www.teslin.nl.

About Navitas Capital
Navitas Capital is a privately owned investment company focused on investing in strong, medium-sized companies with growth prospects. The approach can be described as proactive and entrepreneurial, with an emphasis on creating long-term value. Navitas Capital has long term participating interests in Dutch listed and private companies with clear growth potential. For more information, please visit: www.navitascapital.nl.

General restrictions
This announcement is for information purposes only and does not constitute an offer or an invitation to acquire or dispose of any shares or investment advice or an inducement to enter into investment activity. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire the shares of Royal Reesink in any jurisdiction. The distribution of this press release may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this document should inform themselves of and observe these restrictions. To the fullest extent permitted by applicable law, the Offeror and Royal Reesink disclaim any responsibility or liability for the violation of any such restrictions by any person. Any failure to comply with these restrictions may constitute a violation of the securities laws of that jurisdiction. Neither the Offeror, nor Royal Reesink, nor any of their advisors assumes any responsibility for any violation by any person of any of these restrictions. Any holder of Shares who is in any doubt as to his position should consult an appropriate professional advisor without delay. This announcement is not to be released, published or distributed in or into, Canada, Japan and the United States.

Forward-looking statements
This press release may include "forward-looking statements", including statements regarding the transaction and anticipated consequences and benefits of the transaction, the targeted close date for the transaction, the intended financing, as well as language indicating trends, such as "anticipated" and "expected." These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those expressed or implied by these statements. These risks and uncertainties include the receipt and timing of approvals from regulatory authorities. These forward-looking statements speak only as of the date of this press release. The Offeror, each member of the Consortium and Royal Reesink expressly disclaim any obligation or undertaking to disseminate

any updates or revisions to any forward-looking statement contained herein to reflect any change in the expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. Although the Offeror and Royal Reesink believe that the assumptions upon which their respective financial information and their respective forward-looking statements are based are reasonable, they can give no assurance that these assumptions will prove to be correct. Neither the Offeror, any member of the Consortium, nor Royal Reesink, nor any of their advisors accepts any responsibility for any financial information contained in this press release relating to the business or operations or results or financial condition of the other or their respective groups.

13. SELECTED CONSOLIDATED FINANCIAL INFORMATION ROYAL REESINK

13.1 Basis for preparation

In accordance with the Decree, selected consolidated financial information of Royal Reesink has been prepared and included in this Section 13 (*Selected Consolidated Financial Information Royal Reesink*), comprising summaries of the consolidated balance sheets, the consolidated profit and loss accounts, the consolidated statements of comprehensive income and the consolidated cash flow statements for the years ended 31 December 2013, 2014 and 2015. This selected consolidated financial information has been derived from:

(a) the consolidated financial statements for the year ended 31 December 2013 as audited by Deloitte Accountants B.V., which issued an independent auditor's report thereon, without qualification, on 7 April 2014;

(b) the consolidated financial statements for the year ended 31 December 2014 as audited by Deloitte Accountants B.V., which issued an independent auditor's report thereon, without qualification, on 10 April 2015; and

(c) the consolidated financial statements for the year ended 31 December 2015 as audited by Ernst & Young Accountants LLP, which issued an independent auditor's report thereon, without qualification, on 4 April 2016.

The consolidated financial statements from which the selected consolidated financial information has been derived were prepared in accordance with Dutch GAAP.

The selected consolidated financial information set out below contains summaries only of the consolidated balance sheets, the consolidated profit and loss accounts, the consolidated statements of comprehensive income, and the consolidated cash flow statements, excluding related note disclosures and a description of significant accounting policies. For a better understanding of Royal Reesink's financial position, income and cash flows, the selected consolidated financial information should be read in conjunction with the unabbreviated audited consolidated financial statements for the years ended 31 December 2013, 2014 and 2015, including the related note disclosures and a description of significant accounting policies applied for each of these years. A summary of the significant accounting policies of the Royal Reesink consolidated financial statements for the year ended 31 December 2015 is outlined in Section 14 (*Financial Statements 2015 of Royal Reesink*).

The information included in Sections 13.2 through 13.5 is presented in the English language. The original consolidated financial statements of the Company for the years ended 31 December 2013, 31 December 2014 and 31 December 2015 were prepared in the Dutch language and are available on the Company's website at www.reesink.com. In the event of any differences between the English text included in Sections 13.2 through 13.5 and the Dutch text included in the original consolidated financial statements of the Company, the latter shall prevail.

13.2 Consolidated profit and loss account relating to the years ended 31 December 2013, 2014 and 2015

(in thousands of euros)	**2013**	**2014**	**2015**
Net revenue	236,558	473,211	489,486
Cost of sales	–203,042	–400,899	–412,796
Gross operating income	**33,516**	**72,312**	**76,690**
Selling expenses	13,424	26,959	26,760
General and administrative expenses	12,923	29,326	32,003
Total expenses	**26,347**	**56,285**	**58,763**
Net operating income	**7,169**	**16,027**	**17,927**
Other operating income	3,252	1,500	1,514
Operating result	**10,421**	**17,527**	**19,441**
Revenues from receivables included in fixed assets, and from securities	–	658	–
Interest and similar income	130	307	234
Expenses relating to financing activities and similar charges	–2,235	–3,357	–3,708
Non-realised fair value adjustments of investment property and land & buildings	–1,804	–2,439	–690
Result from ordinary activities before taxation	**6,512**	**12,696**	**15,277**
Taxation of result from ordinary activities	–1,998	–3,856	–4,189
Share in result from participating interest	19	8	54
Result after taxation	**4,533**	**8,848**	**11,142**
Minority interest in profit	–24	57	45
Net result	**4,509**	**8,905**	**11,187**
To be allocated to shareholders			
- Net result per ordinary share *(in €)*	4.85	7.10	8.64
- Diluted net result per ordinary share *(in €)*	4.79	7.10	7.85

13.3 Consolidated statement of comprehensive income relating to the years ended 31 December 2013, 2014 and 2015

(in thousands of euros)	**2013**	**2014**	**2015**
Consolidated net result after taxation attributable to the legal entity	**4,509**	**8,905**	**11,187**
Goodwill paid on acquisitions	–23,446	–2,751	–4,824
Revaluation of tangible fixed assets	–486	–215	–399
Exchange-rate differences foreign participating interests	–	160	–3,407
Changes in reserve for price differences	–210	–132	–289
Corporation tax recognised in shareholders' equity	811	–	–61
Other	–40	186	–131
Total direct changes in the company's equity as a portion of group equity	**–23,371**	**–2,752**	**–9,111**
Legal entity's comprehensive income	**–18,862**	**6,153**	**2,076**

13.4 Consolidated balance sheets relating to the years ended 31 December 2013, 2014 and 2015

(in thousands of euros)	**31-Dec 2013**	**31-Dec 2014**	**31-Dec 2015**
FIXED ASSETS			
Intangible fixed assets	5,460	5,300	4,308
Tangible fixed assets	66,109	66,267	69,062
Investment property	22,950	20,940	18,795
Financial fixed assets	3,798	2,490	2,570
	98,317	**94,997**	**94,735**
CURRENT ASSETS			
Inventories	90,318	107,471	116,732
Receivables	56,948	68,812	75,883
Cash and cash equivalents	6,479	2,666	2,127
	153,745	**178,949**	**194,742**
TOTAL ASSETS	**252,062**	**273,946**	**289,477**
GROUP EQUITY			
Equity	85,109	88,066	94,833
Third-party minority interest	–26	–83	143
	85,083 *	**87,983** *	**94,976** *
Provisions	**15,148**	**13,734**	**13,300**
Subordinated (convertible) loans	**10,300**	**22,671**	**17,825**
Non-current liabilities	**30,907**	**27,129**	**28,909**
Current liabilities	**110,624**	**122,429**	**134,467**
TOTAL EQUITY AND LIABILITIES	**252,062**	**273,946**	**289,477**

***** Capital base. The capital base consists of group equity and the (convertible) loans which are subordinated to the bank financing, and at the end of December 2015 amounted to € 112,801; € 110,654 in 2014; and € 95,383 in 2013.

13.5 Consolidated cash flow statement relating to the years ended 31 December 2013, 2014 and 2015

(in thousands of euros)	**2013**	**2014**	**2015**
Operating result	10,421	17,527	19,441
Adjustments for:			
- Depreciation and amortisation	4,481	10,473	11,329
- Changes in provisions	–338	260	–18
- Changes in working capital			
Changes in inventories	2,644	–5,164	–5,714
Changes in receivables	2,412	–2,202	–5,462
Changes in current liabilities	–3,659	5,038	3,452
Cash flow from business operations	**15,961**	**25,932**	**23,028**
Income received from financing activities	130	307	234
Expenses relating to financing activities	–2,084	–2,509	–3,809
Income tax paid	–1,407	–1,410	–3,180
Cash flow from operating activities	**12,600**	**22,320**	**16,273**
Acquisition/disposal of group companies	–37,844	–13,433	–9,42
Investments in:			
- Intangible fixed assets	–367	–1,104	–543
- Tangible fixed assets	–6,915	–11,428	–15,004
- Financial fixed assets	–1,307	–171	–191
Disposals:			
- Intangible fixed assets	–	4	–
- Tangible fixed assets	1,009	1,896	2,842
- Financial fixed assets	151	1,317	34
Cash flow from investing activities	**–45,273**	**–22,919**	**–22,504**
Changes in debts to credit institutions	–8,650	4,041	5,725
Income from non-current liabilities	23,716	39	4,999
Repayment of non-current liabilities	–755	–4,035	–8,567
Revenues from the issue of shares/depositary receipts	20,210	–	9,400
Repurchase (cancellation) of own shares	–	–	–1,049
Dividend paid	–	–3,196	–3,660
Cash flow from financing activities	**34,521**	**–3,151**	**6,848**
Changes in cash and cash equivalents	**1,848**	**–3,750**	**617**
Cash and cash equivalents at start of financial year	4,631	6,479	2,666
Exchange-rate and conversion differences on cash	–	–63	–1,156
Changes in cash and cash equivalents	1,848	–3,750	617
Cash and cash equivalents at end of financial year	**6,479**	**2,666**	**2,127**

13.6 Independent auditor's report on the selected consolidated financial information of Royal Reesink for the years ended 31 December 2013 and 31 December 2014

To: the Management Board and Supervisory Board of Royal Reesink N.V.

We refer to the selected consolidated financial information of Royal Reesink N.V., as included in Sections 13.2, 13.3, 13.4 and 13.5 of the Offer Memorandum. The figures for the years ended 31 December 2013 and 2014 of this selected consolidated financial information, comprising summaries of the consolidated balance sheets as at 31 December 2013 and 31 December 2014, the consolidated profit and loss accounts, consolidated statements of comprehensive income and the consolidated cash flow statements for the years then ended, are derived from the audited consolidated financial statements of Royal Reesink N.V. for the years ended 31 December 2013 and 2014. We expressed an unqualified audit opinion on those consolidated financial statements in our reports dated 7 April 2014 and 10 April 2015 respectively. Those consolidated financial statements, and the selected consolidated financial information, do not reflect the effects of events that occurred subsequent to the date of our report on those consolidated financial statements. The 2015 figures in the selected consolidated financial information have not been audited by us.

The selected consolidated financial information as included in Sections 13.2, 13.3, 13.4 and 13.5 of the Offer Memorandum does not contain all the disclosures required by Part 9 of Book 2 of the Dutch Civil Code. Reading the selected consolidated financial information, therefore, is not a substitute for reading the audited consolidated financial statements of Royal Reesink.

Management's responsibility

Management is responsible for the preparation of the selected consolidated financial information for the years ended 31 December 2013 and 2014, in accordance with the criteria as set out in Section 13.1 (*Basis for preparation*) of the Offer Memorandum.

Auditor's responsibility

Our responsibility is to express an opinion on the selected consolidated financial information for the years ended 31 December 2013 and 2014 comprising summaries of the consolidated balance sheets, consolidated profit and loss accounts, consolidated statements of comprehensive income and consolidated cash flow statements of Royal Reesink N.V. based on our procedures, which were conducted in accordance with Dutch law, including the Dutch Standard on Auditing 810 'Engagements to report on summary financial statements'.

Opinion

In our opinion, the selected consolidated financial information for the years ended 31 December 2013 and 2014 as included in Sections 13.2, 13.3, 13.4 and 13.5 of the Offer Memorandum and derived from the audited consolidated financial statements of Royal Reesink N.V. for the years ended 31 December 2013 and 2014 is consistent, in all material respects, with those consolidated financial statements, in accordance with the criteria as set out in Section 13.1 (*Basis for preparation*) of the Offer Memorandum.

Restriction on use

The selected consolidated financial information and our independent auditor's report thereon are intended solely for enclosure in the Offer Memorandum in connection with the recommended cash offer of River Acquisition B.V. for all the listed issued depositary receipts of ordinary shares and non-listed issued ordinary shares which are not registered in the name of Stichting Administratiekantoor van Aandelen Reesink in the capital of Royal Reesink and cannot be used for other purposes.

Zwolle, 12 April 2016

Deloitte Accountants B.V.

Signed by M. Klein Haarhuis

13.7 Independent auditor's report on the selected consolidated financial information of Royal Reesink for the year ended 31 December 2015

To: the Management Board and Supervisory Board of Royal Reesink N.V.

We refer to the selected consolidated financial information of Royal Reesink N.V., as included in Sections 13.2, 13.3, 13.4 and 13.5 of the Offer Memorandum. The figures for the year ended 31 December 2015 of this selected consolidated financial information, comprising summaries of the consolidated balance sheet as at 31 December 2015, the consolidated profit and loss account, consolidated statement of comprehensive income and the consolidated cash flow statement for the year then ended, are derived from the audited consolidated financial statements of Royal Reesink N.V. for the year ended 31 December 2015. We expressed an unqualified audit opinion on those consolidated financial statements in our report dated 4 April 2016. Those consolidated financial statements, and the selected consolidated financial information, do not reflect the effects of events that occurred subsequent to the date of our report on those consolidated financial statements. The 2013 and 2014 figures in the selected consolidated financial information have not been audited by us.

The selected consolidated financial information as included in Sections 13.2, 13.3, 13.4 and 13.5 of the Offer Memorandum does not contain all the disclosures required by Part 9 of Book 2 of the Dutch Civil Code. Reading the selected consolidated financial information, therefore, is not a substitute for reading the audited consolidated financial statements of Royal Reesink N.V..

Management's responsibility

The Management Board of Royal Reesink N.V. is responsible for the preparation of the selected consolidated financial information for the year ended 31 December 2015, in accordance with the criteria as set out in Section 13.1 (*Basis for preparation*) of the Offer Memorandum.

Auditor's responsibility

Our responsibility is to express an opinion on the selected consolidated financial information for the year ended 31 December 2015 comprising summaries of the consolidated balance sheet, consolidated profit and loss account, consolidated statement of comprehensive income and consolidated cash flow statement of Royal Reesink N.V. based on our procedures, which were conducted in accordance with Dutch law, including the Dutch Standard on Auditing 810 'Engagements to report on summary financial statements'.

Opinion

In our opinion, the selected consolidated financial information for the year ended 31 December 2015 as included in Sections 13.2, 13.3, 13.4 and 13.5 of the Offer Memorandum and derived from the audited consolidated financial statements of Royal Reesink N.V. for the year ended 31 December 2015 is consistent, in all material respects, with those consolidated financial statements, in accordance with the criteria as set out in Section 13.1 (*Basis for preparation*) of the Offer Memorandum.

Restriction on use

The selected consolidated financial information and our independent auditor's report thereon are intended solely for enclosure in the Offer Memorandum in connection with the recommended cash offer of River Acquisition B.V. for all the listed issued depositary receipts of ordinary shares and non-listed issued ordinary shares which are not registered in the name of Stichting Administratiekantoor van Aandelen Reesink in the capital of Royal Reesink N.V. and cannot be used for other purposes.

Zwolle, 12 April 2016

Ernst & Young Accountants LLP

Signed by D.L. Groot Zwaaftink

14. FINANCIAL STATEMENTS 2015 OF ROYAL REESINK

The original financial statements 2015 of Royal Reesink were prepared in the Dutch language and are available on the Company's website at www.reesink.com. An English translation of these original financial statements 2015 of Royal Reesink is reproduced in this Section 14. In the event of any differences between the English text and the Dutch text, the latter shall prevail.

[*Included on next page*]



Royal Reesink N.V.
Financial Statements 2015

Consolidated balance sheet (before profit appropriation)

(in thousands of euros)	Note	31 December 2015		31 December 2014	
Fixed assets					
Intangible fixed assets	1	4,308		5,300	
Tangible fixed assets	2	69,062		66,267	
Investment property	3	18,795		20,940	
Financial fixed assets	4	2,570		2,490	
			94,735		**94,997**
Current assets					
Inventories	5	116,732		107,471	
Receivables	6	75,883		68,812	
Cash and cash equivalents	7	2,127		2,666	
			194,742		**178,949**
Total assets			**289,477**		**273,946**
Group equity	8				
Shareholders' equity	29	94,833		88,066	
Third-party minority interest	8	143		-83	
			94,976 (*)		**87,983 (*)**
Provisions	9		**13,300**		**13,734**
Subordinated (convertible) loans	10		**17,825 (*)**		**22,671 (*)**
Non-current liabilities	11		**28,909**		**27,129**
Current liabilities	12		**134,467**		**122,429**
Total equity and liabilities			**289,477**		**273,946**

(*) Capital base. The capital base consists of Group equity and the (convertible) loans which are subordinated to the bank financing, and at the end of December 2015 amounted to € 112,801 (2014: € 110,654)

Consolidated profit and loss account

(in thousands of euros)	Note	2015		2014	
Net revenue	13		**489,486**		**473,211**
Cost of sales	14, 15		-412,796		-400,899
Gross operating income			**76,690**		**72,312**
Selling expenses	14, 15	26,760		26,959	
General and administrative expenses	14, 15	32,003		29,326	
Total expenses			**58,763**		**56,285**
Net operating income			**17,927**		**16,027**
Other operating income	16		1,514		1,500
Operating result			**19,441**		**17,527**
Revenues from receivables included in fixed assets, and from securities		-		658	
Interest and similar income		234		307	
(Non-)realised fair value adjustments of investment property and land & buildings	17	-690		-2,439	
Expenses relating to financing activities and similar charges		-3,708		-3,357	
			-4,164		**-4,831**
Result from ordinary activities before taxation			**15,277**		**12,696**
Taxation of result from ordinary activities	18	-4,189		-3,856	
Share in result from participating interest	19	54		8	
			-4,135		-3,848
Result after taxation			**11,142**		**8,848**
Minority interest in profit			45		57
Net result			**11,187**		**8,905**
To be allocated to shareholders					
- Net result per ordinary share (in €)	20		8.64		7.10
- Diluted net result per ordinary share (in €)	20		7.85		6.57

Consolidated cash flow statement

(in thousands of euros)		2015		2014
Operating result		19,441		17,527
Adjustments for:				
– Depreciation and amortisation		11,329		10,473
– Changes in provisions		-18		260
– Changes in working capital				
Changes in inventories		-5,714		-5,164
Changes in receivables		-5,462		-2,202
Changes in current liabilities		3,452		5,038
		-7,724		-2,328
Cash flow from business operations		**23,028**		**25,932**
– Income received from financing activities		234		307
– Financing expense paid		-3,809		-2,509
– Income tax paid		-3,180		-1,410
		-6,755		-3,612
Cash flow from operating activities		**16,273**		**22,320**
Acquisition/disposal of group companies	25	-9,642		-13,433
Investments in:				
– Intangible fixed assets		-543		-1,104
– Tangible fixed assets and investment property		-15,004		-11,428
– Financial fixed assets		-191		-171
Disposals:				
– Intangible fixed assets		-		4
– Tangible fixed assets and investment property		2,842		1,896
– Financial fixed assets		34		1,317
Cash flow from investing activities		**-22,504**		**-22,919**
Changes in debts to credit institutions		5,725		4,041
Income from non-current liabilities		4,999		39
Repayment of non-current liabilities		-8,567		-4,035
Revenues from the issue of shares/ depositary receipts		9,400		-
Repurchase (cancellation) of own shares		-1,049		-
Dividend paid		-3,660		-3,196
Cash flow from financing activities		**6,848**		**-3,151**
Changes in cash and cash equivalents		**617**		**-3,750**

(in thousands of euros)	2015	2014
Cash and cash equivalents as at the beginning of the financial year	2,666	6,479
Exchange-rate and conversion differences on cash	**-1,156**	**-63**
Changes in cash and cash equivalents	**617**	**-3,750**
Cash and cash equivalents as at the end of the financial year	**2,127**	**2,666**

Consolidated statement of comprehensive income

(in thousands of euros)		2015		2014
Consolidated net result after taxation attributable to the legal entity		**11,187**		**8,905**
Goodwill paid on acquisitions	-4,824		-2,751	
Revaluation of tangible fixed assets	-399		-215	
Translation differences foreign subsidiaries	-3,407		160	
Changes in reserve for price differences	-289		-132	
Corporation tax recognised in shareholders' equity	-61		-	
Other	-131		186	
Total direct changes in the Shareholders' equity as a portion of group equity		**-9,111**		**-2,752**
Legal entity's comprehensive income		**2,076**		**6,153**

Notes to the consolidated financial statements

General

General information on Royal Reesink

Having been in operation since 1786, Royal Reesink is one of the oldest trading companies in the Netherlands. Depositary receipts for ordinary shares in Royal Reesink were traded at Amsterdam's NYSE Alternext stock exchange from 2006 to the beginning of 2016. Since 9 March 2016, depositary receipts for ordinary shares in Royal Reesink are traded at Amsterdam's NYSE Euronext stock exchange. The company has been listed since 1959. Royal Reesink has its registered office in Apeldoorn, the Netherlands, where it is headquartered as well. Royal Reesink's consolidated financial statements for the year ending 31 December 2015 include the financial statements of Royal Reesink and its subsidiaries and the company's stake in other participations (non-consolidated). The financial statements have been prepared by the Management Board and were approved by the Supervisory Board on 4 April 2016. They will be submitted for adoption to the general meeting of shareholders to be held on 25 May 2016.

The financial statements in English are a translation of the official Dutch version. In the event of differences and/or inconsistencies between the English version of the financial statements 2015 and the official Dutch financial statements 2015, the latter will take precedence.

Group relations

Royal Reesink is at the head of a group of legal entities. The table below provides details of the company structure as required under Sections 379 and 414 of Book 2 of the Dutch Civil Code. Royal Reesink maintains the following direct or indirect capital interests:

Name	Location	Share in issued capital %	Liability disclosure under Section 403 of Book 2 of the Dutch Civil Code
Consolidated participations			
Reesink Equipment B.V.	Apeldoorn	100	Yes
Agrometius B.V.	Alphen aan den Rijn	95	-
Agrometius BVBA	Landen (Belgium)	95	-
Kamps de Wild Holding B.V.	Apeldoorn	100	Yes
Kamps de Wild B.V.	Zevenaar	100	Yes
Kamps de Wild Participaties B.V.	Zevenaar	100	No
Landtech Zuid B.V.	Veghel	100	No
Bruggeman Mechanisatie B.V.	Broekland	75	-
CT Agro GmbH	Herzfeld-Lippetal	100	-
CT Agro TOO	Kokshetau (Kazakhstan)	100	-
Green Equipment B.V.	Apeldoorn	100	Yes
Reesink Technische Handel B.V.	Apeldoorn	100	Yes
Stierman De Leeuw B.V.	Apeldoorn	100	Yes
Packo N.V.	Zedelgem (Belgium)	100	-
Jean Heybroek B.V.	Houten	100	Yes

Name	Location	Share in issued capital %	Liability disclosure under Section 403 of Book 2 of the Dutch Civil Code
Reesink Turkey B.V.	Apeldoorn	75	-
Kuhn Center Turkey Tarim Makinalari AŞ	Nevsehir (Turkey)	75	-
Reesink Construction Equipment B.V.	Apeldoorn	100	Yes
Ben Kemp Holding B.V.	De Meern	100	Yes
Barend Kemp B.V.	De Meern	100	Yes
Huur & Stuur B.V.	De Meern	100	Yes
Kemp BVBA	Hamme (Belgium)	100	-
Hans van Driel B.V.	Tiel	100	Yes
Reesink Material Handling Equipment B.V.	Almere	100	Yes
Motrac Intern Transport B.V.	Almere	100	Yes
Pelzer Fördertechnik GmbH	Kerpen-Sindorf (Germany)	75.04	-
Motrac Handling & Cleaning N.V.	Antwerpen (Belgium)	100	-
Q-Lion B.V.	Almere	100	Yes
Reesink Industries B.V.	Apeldoorn	100	Yes
Reesink Staal B.V.	Zutphen	100	Yes
Motrac Hydrauliek B.V.	Baak	100	Yes
Motrac Hydraulik GmbH	Willich (Germany)	100	-
Safety Centre International B.V.	Rosmalen	100	Yes
Reesink Safety Centre B.V.	Apeldoorn	100	No
Nederlandse Staal Unie B.V.	Stampersgat	100	No
Reesink Support B.V.	Apeldoorn	100	Yes
Reesink Duitsland B.V.	Apeldoorn	100	No
Reesink Germany GmbH	Herzfeld-Lippetal (Germany)	100	-
Reesink GmbH & Co. KG	Herzfeld-Lippetal (Germany)	100	-
Bureau voor Dienstverlening The	Apeldoorn	100	Yes
Participations over which joint control is exercised			
THR B.V.	Apeldoorn	36	-
De Kruyf Holding B.V.	Nijkerk (Gld)	25	-
Mechanisatie Beheer B.V.	Beilen	25	-
Outlet-DHZ-Valkenswaard B.V.	Valkenswaard	100	No

Acquisitions and disposals of participations

The results of newly acquired group companies are consolidated from the acquisition date: on this date, the assets, provisions and liabilities are measured at fair value. The remaining goodwill paid is deducted from shareholders' equity.

On 30 April 2015, Royal Reesink NV obtained control, through its subsidiary Motrac Hydraulik GmbH, over the activities of IMAV-Hydraulik GmbH in Willich (Germany). The purchase price for the assets amounted to € 1.5 million. The goodwill paid upon acquisition was negligible.

On 25 June 2015, Royal Reesink obtained control, through its subsidiaries Reesink Turkey and Kuhn Center Turkey Tarim Makinalari AŞ which were incorporated in 2015, over the activities of Kuhn Center Turkey Tarim Makinalari LŞ in Nevsehir (Turkey). Reesink Equipment BV holds 75% of the shares in Reesink Turkey and the remaining 25% are held by Agricultural Production & Handling BV. The purchase price amounted to € 2.5 million. The goodwill paid upon acquisition was € 0.3 million.

The transfer of 95% of the issued share capital of Agrometius B.V. including its subsidiary Agrometius BVBA took place on 7 September 2015. The purchase price, including additional payment, amounted to € 5.3 million. The goodwill of € 3.5 million realised upon acquisition was recognised in shareholders' equity. The (private) issue of depository receipts for ordinary shares in September 2015 was partly used to finance the acquisition. The remainder of € 0.9 million was financed from the facilities available at banks.

An acquisition of limited size, for which a purchase price of € 0.4 million was paid including goodwill of € 0.1 million, was completed in October 2015.

Consolidation principles

The consolidated financial statements include the financial data of Royal Reesink and its group companies, along with other legal entities over which the company can exercise decisive control or which are subject to central management. Group companies are participations in which the company has a majority stake or over which it can otherwise exercise control. Determining whether the company is able to exercise such control involves the use of financial instruments containing potential voting rights which can be exercised directly. Participations held for sale, along with participations which are not materially significant, are not consolidated. The consolidated financial statements are prepared in accordance with the accounting principles of Royal Reesink.

Newly acquired participations are included in the consolidation as from the date policy-making control can be exercised. On this date, the assets, provisions and liabilities are measured at fair value. Divested participations are included in the consolidation until the time this control is terminated.

In the consolidated financial statements any liabilities, receivables and transactions between the group companies have been eliminated, along with the profits earned by intragroup transactions of Royal Reesink. The group companies have been consolidated in their entirety, with third-party minority interests stated separately.

Application of Section 402 Book 2 of the Dutch Civil Code

The financial data of Royal Reesink are included in the consolidated financial statements. In accordance with Section 402 Book 2 of the Dutch Civil Code, the Royal Reesink company profit and loss account therefore states only the after-tax profit from participations and the remaining after-tax profit.

General principles for preparing the consolidated financial statements

The financial statements have been prepared in accordance with the provisions of Part 9 of Book 2 of the Dutch Civil Code and the applicable Dutch Accounting Standards. Royal Reesink opts to make use of the facilities provided under Section 384 (1) Book 2 of the Dutch Civil Code to

recognize land and buildings presented under tangible fixed assets and investment property at fair value.

Accounting principles

General

The valuation of assets and liabilities and the determination of the result are made on the basis of historical cost, unless otherwise stated.

An asset is included in the balance sheet when it is likely that the future economic benefits will accrue to the company and its value can be reliably established. A liability is included in the balance sheet when it is likely that the settlement thereof will involve a financial outflow and the amount thereof can be reliably established.

Income is recognised in the profit and loss account when an increase in the economic potential associated with an increase of an asset or a decrease of a liability has occurred, and the amount thereof can be reliably established. Expenses are entered when a decrease of the economic potential associated with a decrease of an asset or an increase of a liability has occurred, and the amount thereof can be reliably established.

If due to a transaction all or almost all of the future economic benefits and all or almost all of the risks
relating to an asset or a liability are transferred to a third party, the asset or liability is derecognised in the statement of financial position. Assets and liabilities are further no longer included in the balance sheet from such time as the conditions of probability of future economic benefits and reliability of determining the value are no longer met.

Income and expenses are allocated to the period to which they relate. Income from trading goods is recognized when all material risks relating to the trading goods have been transferred to the buyer. Income from services is recognised on the basis of the services actually provided.

The financial statements are presented in euros, the company's functional currency. All the financial information in euros is rounded to the nearest thousand, unless otherwise stated.

Preparation of the financial statements requires that the management forms opinions and makes estimates and assumptions that affect the application of the accounting principles and the reported values of assets and liabilities, and of income and expenses. Actual results may differ from these estimates. The estimates and underlying assumptions are continually assessed. Revisions to estimates are recognised in the period in which the estimate is revised and in the future periods affected by the revision.

Principles for the translation of foreign currencies

Transactions in foreign currency are translated into the company's functional currency at the exchange rate prevailing on the transaction date. Monetary assets and liabilities denominated in foreign currency are converted into the functional currency on the balance sheet date at the exchange rate prevailing on that date. Non-monetary assets and liabilities in foreign currencies are converted to euros at the exchange rate prevailing on the transaction date. The exchange-rate differences arising from translation are recognised in the profit and loss account.

The translation of assets and liabilities of foreign subsidiaries is made at the exchange rates prevailing on the balance sheet date. The profit and loss accounts of foreign subsidiaries are converted at the average monthly exchange rates in the reporting year. Differences arising from the translation of the net investment in foreign subsidiaries are applied to the reserve for translation differences in shareholders' equity. When an investment in a foreign subsidiary is disposed of, these translation differences are recognised in the profit and loss account.

Financial instruments

Financial instruments consist of investments in shares, trade receivables and other receivables, cash and cash equivalents, convertible and other loans and other finance liabilities, trade payables and other payable items. The fair value of the instrument concerned is disclosed in the relevant note to the separate items in the balance sheet if this differs from the book value. For the principles regarding financial instruments, please refer to the notes per balance sheet account.

Intangible fixed assets

The intangible fixed assets acquired by the group include service contracts and software. The fair value of service contracts is initially determined based on the 'multi-period excess earnings' method, which involves recognising the underlying asset after deducting a reasonable return from the other assets contributing to the associated cash flow. The historical cost of service contracts thus calculated is amortised over a term of seven years, less any adjustment for impairment if applicable.

The software is recognised at the amount of the expenses incurred, less the cumulative amortisation and any adjustment for impairment if applicable. The annual amortisation amounts to a fixed percentage (20%) of the expenses incurred.

The economic life and the amortisation method are reassessed at the end of each financial year.

Tangible fixed assets

General

In a finance lease (in which all or substantially all of the risks and rewards incidental to ownership lie with the lessee) the asset subject to the lease and the associated liabilities are recognised in the balance sheet at the inception of the lease at the fair value of the leased property or, if lower, the present value of the minimum lease payments. The initial direct costs of the lessee are added to the amount recognised as an asset upon initial recognition.
The capitalised lease property is depreciated over the shorter of the lease term and its useful life, if there is no reasonable certainty that the lessee will obtain ownership by the end of the lease term.

Land and buildings

Land and buildings are valued in accordance with the Fair Value Resolution (Besluit actuele waarde) at
replacement cost or the value in use if lower, or in the event of a decision to sell, the fair value less costs. The replacement cost is based on annual appraisals by external independent appraisers, and is defined as the cost of replacing an operational asset with another asset of equal economic value to the company's operations. A market assessment is used to determine the replacement cost. Depreciation is determined taking account of a residual value. Any changes in the valuation are recognised directly in shareholders' equity, taking account of deferred taxation, until the revaluation reserve has been fully used for the asset concerned.

The costs of regular major maintenance works are charged to the result at the time they are incurred.

Plant, equipment and vehicles

Plant, equipment and vehicles are carried at the cost of acquisition, less cumulative depreciation and less any adjustment for impairment if applicable. Depreciation is based on the estimated economic life and is calculated on the basis of a fixed percentage of the acquisition costs, taking account of any residual value. Depreciation is applied from the date of taking into use.

Plant and equipment includes office and warehouse equipment, machines and equipment and non-motorised vehicles. Vehicles include trucks, cars and motorised vehicles used for internal transport.

The following depreciation rates are used:

- Office and warehouse equipment: 20-33
- Machines and equipment: 7-20
- Non-motorised vehicles: 20
- Vehicles: 20-33

Maintenance costs are capitalised only if they extend the useful life of the asset concerned.

Rental equipment

Rental equipment is carried at the cost of acquisition, less cumulative depreciation and less any adjustment for impairment if applicable. Depreciation is based on the estimated economic life and is calculated on the basis of a fixed percentage (13.3%-20%) of the acquisition cost, taking account of any residual value. Depreciation is applied from the date of taking into use.

Investment property

Land and buildings not used for business operations but held for the purpose of generating rental income and/or value increases qualify as investment property. Properties are carried at fair value, in accordance with the Fair Value Resolution (Besluit actuele waarde). The fair value is the amount for which an asset may be traded between knowledgeable mutually independent parties that are willing to enter into a transaction. The market value is determined by applying a market rent capitalisation method based on the gross market rent of the lettable floor area of the property. The market rent is determined by comparison with supply and/or realised transactions for similar properties on the basis of an assessment of the market, the location and the property itself and is based on factors such as market conditions, economic conditions, location and quality of the property.

The market value of each investment property is based on annual appraisals by external independent appraisers. Changes to valuations are recognised directly in profit or loss under '(Non-)realised fair value adjustments to investment property'.

Financial fixed assets

Participations over which material control can be exercised in terms of commercial and financial policy
are valued at net asset value using the equity accounting method. The company's accounting policies are used in the determination of the net asset value. Participations with a negative net asset value are carried at nil. A provision is formed if the company has guaranteed the debts of the participation concerned. This provision is formed primarily at the expense of receivables from the participation in question, and for the remainder under the provisions in the amount of the share in the losses incurred by the participation, or for the payments the company is expected to make for the benefit of the participation.

Loans to non-consolidated participations and other receivables are initially recognised at fair value and
subsequently at amortised cost based on the effective interest method, less impairments.

Financial fixed assets include deferred tax assets, if and to the extent that it is likely that the tax asset will be realised in due course. These deferred tax assets are valued at nominal value and generally are long-term in nature.

Securities listed on the stock exchange are valued at fair value, that is the market value as at balance sheet date, where both unrealised and realised changes in value are taken directly to the profit and loss account.

Inventories

Inventories are valued at the lower of acquisition price (fifo) or recoverable amount, with the exception of the rolled steel products, the value of which is highly sensitive to fluctuations in the prices of base materials. These last-mentioned products are carried at replacement cost, which is the last known cost of acquisition. Changes in the replacement cost are added to or deducted from the reserve for price differences on inventories, taking account of the necessary addition to or withdrawal from the provision for deferred tax liabilities.

A provision for non-marketability is deducted from the inventories value in order to establish the recoverable amount if necessary, the amount of which is related to the level and composition of the inventories.

Receivables

Receivables are initially recognised at fair value and subsequently carried at amortised cost, which may be equal to the nominal value, after deduction of the provision for default risk considered necessary. These provisions are determined on the basis of the individual assessment of the receivables concerned. Changes in fair value are recognised in the profit and loss account.

Cash and cash equivalents

Cash and cash equivalents are measured at nominal value.

Revaluation reserve

Value increases in assets valued at fair value are included in the revaluation reserve. The revaluation reserve is created per individual asset and does not exceed the difference between book value based on historical cost and book value based on fair value. If an asset is sold, any revaluation reserve in place relating to that asset is then released and added to the other reserves. In determining the revaluation reserve an amount is deducted for deferred tax liabilities, calculated at the current tax rate.

Reserve for translation differences

The translation of assets and liabilities of foreign subsidiaries is made at the exchange rates prevailing on the balance sheet date. The profit and loss accounts of foreign subsidiaries are translated at the average monthly exchange rates in the reporting year. Differences arising from the translation of the net investment in foreign subsidiaries are applied to the reserve for translation differences in shareholders' equity. When an investment is disposed of, these translation differences are recognised in the profit and loss account.

Reserve for own shares

On acquisition of the share capital, the amount of the compensation paid, including directly attributable costs, are recognised as a change in shareholders' equity. Shares purchased are classified under the reserve for own shares and presented as a reduction in the total capital.

Third-party minority interest

The third-party minority interest is valued at the third-party interest in the net asset value, and is determined according to Royal Reesink's accounting principles. Third-party interest in the profit of consolidated companies is deducted from the result after taxation in the profit and loss account.

Subordinated (convertible) loans

The fair value of the portion of the subordinated (convertible) loan classified as a liability is determined based on the market interest rate for a similar, non-convertible subordinated loan. The amortised cost is recognized as a liability until the conversion date. The remaining proceeds are allocated to the conversion option which is included in shareholders' equity, subject to deduction of tax.

Provisions

Provisions are recognised in the balance sheet if there is a legally enforceable or actual liability that is the result of a past event, and if it is probable that the settlement of this liability requires an outflow of assets and this amount can be reliably estimated.

Provision for deferred tax liabilities

A provision is formed for deferred taxes for temporary differences between the book value of assets and liabilities for financial reporting purposes and the tax base of these items. The provision is valued at the nominal value of future tax liabilities.

Pension provision
Some employees are entitled to pension benefits for periods in the past in which fewer pension entitlements were accrued than permitted. A provision has been formed for the non-financed portion. The provision is recognised at the present value of future expenses, taking account of retention and mortality rates.

Provision for warranty commitments
A provision has been formed for costs relating to claims on product warranty agreements provided, which is valued at the nominal value of the future liability.

Provision for jubilee benefits
The liability for jubilee benefits is the most accurate estimate of the amounts necessary to settle the relevant liability at the balance sheet date. The provision is valued at the present value of future expenses, taking account of the accumulation of rights based on factors including the number of years of service and retention rates.

Other provisions
Unless otherwise stated, provisions are recognised at the nominal value of the expenses expected to be needed to settle the liabilities concerned.

Non-current liabilities
Non-current liabilities are initially recognised at fair value less attributable transaction costs. After initial recognition, interest-bearing loans are valued at amortised cost, where any difference between the amortised cost and the redemption price is recognised on a straight-line basis in the profit and loss account over the term of the facility on the basis of the effective interest method. Loans are recognised as current liabilities, unless the group has the intention and an unconditional right to postpone settlement of the liability to at least 12 months after the balance sheet date.

Employee benefits
Royal Reesink offers a number of pension schemes. The Dutch schemes are financed with payments to
pension providers, i.e. insurance companies and industry pension funds. The foreign pension schemes are comparable to the structure and operation of the Dutch pension system. The pension commitments from both the Dutch and the foreign schemes are valued in accordance with the 'obligation to the pension provider approach', whereby the contribution due to the pension provider is recognised as an expense in the profit and loss account.

On the basis of the implementation agreement, it is assessed whether there are commitments in addition to the payment of the annual contribution due to the pension provider on the balance sheet date, and if so, the extent of these commitments. The valuation of the liability (if applicable) is the best estimate of the amounts needed to settle the liability as at the balance sheet date.

Revenue recognition

Royal Reesink generates revenue from the sale of goods (mainly machines and parts) and services (mainly servicing, maintenance, lease and rental). Revenues from the sale of goods and services are included in net revenue at the fair value of the compensation received or to be received, less revenues and allowances, trade discounts and volume discounts. Revenues from the sale of goods and services are recognised in the profit and loss account if the key risks and benefits of ownership have been transferred to the buyer and collection of the compensation payable is likely.

Assets that are subject to a rental agreement classified as an operating lease are recognised in the balance sheet and measured according to the nature of the asset. Lease income is recognised in profit and loss on a straight-line basis over the lease term. Initial direct costs are recognised as an expense over the lease term on the same basis as the lease income.

Cost of sales

The cost of sales represents the most recently known purchase price or lower market value of the replacement cost (free warehouse) at the time of sale, along with the costs of storage, processing and distribution, including the related direct wage costs, adjusted with the discount received by suppliers for cash payment.

Other operating income

Rental income

Rental income from investment property is recognised in the profit and loss account on a straight-line basis based on the term of the lease.

Lease payments under operating leases

Leases in which all or substantially all the risks and rewards incidental to ownership lie with the lessor are qualified as operating leases. Lease payments under operating leases are recognised as an expense in profit or loss on a straight-line basis.

Lease payments under finance leases

Leases in which all or substantially all the risks and rewards incidental to ownership lie with the lessee are qualified as finance leases. The minimum lease payments are recognised partly as a finance charge and partly as a reduction of the outstanding liability. The finance charge is allocated to each period of the total lease term so as to produce a constant rate of interest on the remaining balance of the liability.

Share in result of participations

The share in the result of participations consists of the share of Royal Reesink in the results of the participations, including any impairments of the participations. This result is determined on the basis of the principles applied by Royal Reesink for valuation and result determination. Results from transactions where there is a transfer of assets and liabilities between Royal Reesink and the non-consolidated participations or between non-consolidated participations themselves are not recognised insofar as they can be deemed to be unrealised.

The results of participations acquired or divested during the financial year are included in Royal Reesink's result from the date of acquisition or the date of divestment respectively.

Taxation

Taxation consists of the tax on profits due and refundable for the reporting period and deferred taxation. Tax is recognised in the profit and loss account, except to the extent that it relates to items recognised directly in shareholders' equity, in which case the tax is accounted for in shareholders' equity.

The income tax owed or refundable over the financial year is the expected tax payable on the taxable income for the financial year, using tax rates enacted or substantively enacted on the balance sheet date, and any adjustments to tax payable in respect of previous years.

Net result per ordinary share

The net result per ordinary share is calculated as the net result allocated to the holders of ordinary shares divided by the average number of ordinary shares outstanding for the relevant period. The diluted result from ordinary shares is calculated as the net profit or loss allocated to the holders of ordinary shares divided by the average number of ordinary shares outstanding for the relevant period, including potential ordinary shares, if this were to result in dilution.

Cash flow statement

The cash flow statement is prepared using the indirect method. The amounts in the cash flow statement consist of cash and cash equivalents. The changes in the securities item are included in the changes to receivables. Income and expenditure in respect of financing income and expenses, dividends received and tax on profits are included under cash flow from operating activities. Cash flow from financing activities includes the dividends paid by Royal Reesink and changes in debts to credit institutions. Transactions not involving an exchange of cash, including finance leases, are not included in the cash flow statement. The portion of payments of lease instalments under finance leases relating to the repayment is recorded as expenditure under financing activities and the portion relating to interest is recorded as an expenditure under operating activities.

Cash flows in foreign currencies are converted at an estimated average exchange rate.

The acquisition price of acquired group companies is included under cash flow from investment activities, to the extent payment has been made in cash. Cash held by these group companies is deducted from the acquisition price.

1 Intangible fixed assets

The movement of intangible fixed assets was as follows:

	Service contracts	Software	Total
Balance as at 1 January 2015:			
– Cost	3,998	10,584	**14,582**
– Cumulative amortisation and impairments	-690	-8,592	**-9,282**
Book value	**3,308**	**1,992**	**5,300**
Changes during the 2015 financial year:			
– Investments	-	571	**571**
– New consolidations	-	14	**14**
– Amortisation	-572	-1,005	**-1,577**
	-572	-420	**-992**
Balance as at 31 December 2015:			
– Cost	3,998	11,052	**15,050**
– Cumulative amortisation and impairments	-1,262	-9,480	**-10,742**
Book value	**2,736**	**1,572**	**4,308**

The service contracts were acquired on the acquisition of Reesink Material Handling Equipment in 2013 and are amortised over a period of seven years (average contract term of service contracts) and if applicable reduced by an impairment.

2 Tangible fixed assets

The movement of tangible fixed assets was as follows:

	Land and buildings	Equipment	Rental equipment	Vehicles	Total
Balance as at 1 January 2015:					
– Cost	33,190	28,066	54,859	7,646	**123,761**
– Cumulative changes in fair value	12,311	-	-	-	**12,311**
– Cumulative depreciation and impairments	-8,864	-22,628	-33,108	-5,205	**-69,805**
Book value	**36,637**	**5,438**	**21,751**	**2,441**	**66,267**
Changes during the 2015 financial year					
– Changes in fair value	-1,072	-	-	-	**-1,072**
– Investments	500	1,593	12,769	570	**15,432**
– New consolidations	-	696	64	100	**860**
– Reclassification	850	-	-962	-	**-112**
– Disposals	-	-211	-1,405	-84	**-1,700**
– Depreciation	-	-1,981	-7,058	-713	**-9,752**
– Translation differences	-384	-229	-	-248	**-861**
	-106	-132	3,408	-375	**2,795**
Balance as at 31 December 2015:					
– Cost	32,357	26,155	59,301	6,227	**124,040**
– Cumulative changes in fair value	11,239	-	-	-	**11.239**
– Cumulative depreciation and impairments	-7,065	-20,849	-34,142	-4,161	**-66.217**
Book value	**36,531**	**5,306**	**25,159**	**2,066**	**69,062**

The € 1.1 million changes in fair value (2014: € 0.7 million) are the result of a change in reinstatement values as well as functional and technical ageing. The adjustment for technical ageing is between 10.0% and 64.0%. The adjustment applied for functional ageing, which is an adjustment of the replacement cost after technical adjustment, is between 10.0% and 36.2%.

Within the reclassification of € 0.1 million (negative), € 0.9 million (positive) relates to the land split off from the location Ecofactorij in Apeldoorn which is classified as land and buildings under tangible fixed assets and was previously part of investment property (see also note 3). The remainder of the reclassification of € 1.0 million (negative) represents the net total for rental equipment sold to third parties through inventories.

Of the book value of € 36.5 million of land and buildings, € 1.9 million (2014: € 2.8 million) relates to assets which are not used for business operations.
As at 31 December 2015, the purchase price of property used for business operations totalled € 29.8 million (2014: € 31.0 million). If this property had been carried at cost, a total of € 9.3 million (2014: € 9.2 million) would have been depreciated on a cumulative basis. The sites in this category held in ownership cover a total area of 27.6 hectares, of which 8.5 hectares have been developed. Total land and buildings subject to ownership restrictions due to leasehold and concessions amounted to € 1.7 million at year-end 2015.

The rental equipment recognised relates mainly to Huur & Stuur, Motrac Intern Transport and Motrac Handling & Cleaning. Other companies within the group also lease equipment, albeit to a lesser extent.

Rental equipment and vehicles includes assets with a book value of € 0.6 million and € 0.2 million respectively (2014: € 0.3 million) financed by means of finance leases. The group does not have legal ownership of those assets.

3 Investment property

The movement of the investment property was as follows:

Balance as at 1 January 2015:	
– Cost	21,423
– Cumulative changes in fair value	-483
Book value	**20,940**
Changes during the 2015 financial year	
– Changes in fair value	-255
– Reclassifications	-850
– Disposals	-1,040
	-2,145
Balance as at December 2015:	
– Cost	19,583
– Cumulative changes in fair value	-788
Book value	**18,795**

The change in fair value relates primarily to the investment property at the Ecofactorij in Apeldoorn. The market value of the Ecofactorij property in Apeldoorn was determined on the basis of the market rent, which is equal to the actual rental proceeds, together with a net initial yield of 7.8% (2014: 7.8%).

The sites held in ownership as investment properties cover a total area of 7.4 hectares, of which 3.3 hectares have been developed.

4 Financial fixed assets

The movement of the financial fixed assets was as follows:

	Participations	Receivables from participations	Other receivables	Deferred tax assets	Total
Book value as at 1 January 2015	**546**	**1,654**	**200**	**90**	**2,490**
Changes during the 2015 financial year:					
– Investments, loans provided	-	192	-	-	192
– Disposals, repayment of loans	-	-34	-	-	-34
– Impairments	-	-125	-	-	-125
– Share in result of participations	54	-	-	-	54
– Realisation of deferred tax assets	-	-	-	-7	-7
	54	**33**	**-**	**-7**	80
Balance as at 31 December 2015	**600**	**1,687**	**200**	**83**	**2,570**
Cumulative impairments as at 31 December 2015	1,698	3,039	251	-	**4,988**

The items participations over which joint control is exercised concerns the following capital interests:

Name	Location	Share in issued capital (in %)
THR B.V.	Apeldoorn	36.0
De Kruyf Holding B.V.	Nijkerk (Gld)	25.0
Mechanisatie Beheer B.V.	Beilen	25.0
Outlet-DHZ-Valkenswaard B.V.	Valkenswaard	100.0

The 'receivables from participations' item represents the (subordinated) loans provided to the participations THR B.V., De Kruyf Holding B.V., Mechanisatie Beheer B.V. and Outlet-DHZ-Valkenswaard B.V. with a total principal of € 2.8 million. In 2013, non-interest-bearing loans amounting to € 1.3 million were granted as part of efforts to find a long-term solution for THR B.V. that THR B.V. can repay in future. The subordinated loan to De Kruyf Holding B.V. has a term of 20 years and the annual interest rate is 5.5% for which no repayments have been agreed. The subordinated loan to Mechanisatie Beheer B.V. has a term of 10 years and the annual interest rate is 4.3%. The loan is repaid in equal quarterly instalments. The receivable from Outlet-DHZ-Valkenswaard B.V. is fully provided for.

The 'other receivables' item represents, amongst others, the subordinated loan provided to DGN retail B.V. which acquired the operation of Fixet Retailgroep, along with receivables from Fixet franchisees that were not acquired by DGN retail B.V. The receivable was settled in early 2015.

5 Inventories

	2015	2014
Trading goods	123,604	113,337
Work in progress	777	504
Provision for obsolescence	-15,523	-14,927
	108,858	**98,914**
Prepaid on inventories	7,874	8,557
	116,732	**107,471**

At year-end 2015, trading goods carried at acquisition price or market value if lower were valued at € 117.5 million (2014: € 108.8 million), and trading goods carried at replacement cost were valued at € 6.1 million (2014: € 4.5 million).

6 Receivables

	2015	2014
Receivables from trade debtors	67,664	60,575
Tax and social insurance contributions	1,317	390
Other receivables and accrued assets	6,902	7,847
	75,883	**68,812**

Receivables from trade debtors

The provision for bad debts at year-end 2015 was € 3.3 million (2014: € 3.8 million). The 'trade debtors' item includes € 3.6 million in receivables from participations (2014: € 3.5 million). Receivables from trade debtors have a remaining term of less than one year.

Other receivables

Other receivables do not include receivables from participations (2014: nil). Other receivables do not include any items with a remaining term of more than one year.

7 Cash and cash equivalents

The cash and cash equivalents available at year-end 2015 are freely disposable, except for € 1.2 million in connection with bank guarantees provided.

8 Group equity

Share of the legal entity in Group equity

For disclosure of the share of the legal entity in the Group equity, see note 29 on equity in the notes to the company financial statements.

Third-party minority interest

This item concerns the non-controlling interests of third parties that represents the share of third parties in the equity of the group companies Bruggeman Mechanisatie, Agrometius and Reesink Turkey. The movement of this item is as follows:

	2015	2014
Balance as at 1 January	**-83**	**-26**
Changes:		
– Recognition of minority interest	279	-
– Translation differences	-8	-
– Result after tax on profit	-45	-57
Balance as at 31 December	**143**	**-83**

9 Provisions

	2015	2014
Provision for deferred tax liabilities	10,163	10,590
Pension provision	410	407
Provision for warranty commitments	1,803	1,923
Provision for jubilee benefits	924	814
	13,300	**13,734**

Provision for deferred tax liabilities

The provision for deferred tax liabilities includes the tax effect of the differences between commercial and fiscal profit determination. The provision for deferred tax liabilities is composed as follows:

	Deferred tax assets 2015	Deferred tax liability 2015	Deferred tax assets 2014	Deferred tax liability 2014
Intangible fixed assets	466	800	501	1,158
Tangible fixed assets	13	4,441	445	5,545
Investment property	-	4,072	-	3,939
Financial fixed assets	-	67	-	67
Inventories	303	1,005	610	1,147
Provisions	381	85	198	68
Liabilities	262	1,118	-	420
Total	**1,425**	**11,588**	**1,754**	**12,344**
Netting	-1,425	-1,425	-1,754	-1,754
Net deferred tax liability		**10,163**	**-**	**10,590**

Deferred tax liabilities with a remaining term of one year or less amount to € 0.9 million (2014: € 0.7 million).

The change in the provision for deferred tax liabilities is as follows:

	2015	2014
Balance as at 1 January	**10,590**	**12,255**
Changes:		
– Addition charged to the profit and loss account	1,178	467
– New consolidations	7	-552
– Adjustment for previous years	-313	138
– Change relating to adjustment of fair value	-233	-278
– To current tax liability	-1,130	-1,452
– Translation differences	64	12
Balance as at 31 December	**10,163**	**10,590**

The changes in other provisions were as follows:

	Pension provision	Provision for warranty commitments	Provision for jubilee benefits
Balance as at 1 January 2015	**407**	**1,923**	**814**
Changes:			
– Additions charged to the profit and loss account	169	1,459	170
– New consolidations	-	-	11
– Withdrawals	-166	-1,392	-71
– Released to the profit and loss account	-	-187	-
Balance as at 31 December 2015	**410**	**1,803**	**924**

Pension provision

Transitional arrangements apply for employees of Motrac Intern Transport enabling them to take early retirement. The transitional arrangements apply to employees born in 1950, 1951 or 1952 (under the SUM scheme) and members born in the period from 1 January 1953 to 1 January 1973 (under the SUMO scheme). Subject to various conditions, these employees are entitled to benefits for periods in the past in which fewer pension entitlements were accrued than permitted. A provision has been formed for the non-financed portion for 24 employees (2014: 26) of Motrac Intern Transport. The provision is recognised at the present value of future expenses using a notional interest rate of 4% (2014: 4%), taking account of retention and mortality rates. The provision is long-term in nature.

Provision for warranty commitments

The provision for warranty commitments is designed for liabilities arising as a result of non-compliance of delivered products with the agreed quality requirements based on agreed contractual provisions. The provision is formed based on the best estimate of the amounts required for settlement, usually based on empirical data. The provision is short-term in nature.

Provision for jubilee benefits

This provision is discounted using a notional interest rate of 4% (2014: 4%) and an expected future salary increase of 2% (2014: 2%). The provision is long-term in nature.

10 Subordinated (convertible) loans

On 16 October 2013, a subordinated convertible loan was agreed between Royal Reesink, Pon Holdings B.V and Pon Onroerend Goed Leusden B.V. of up to € 17.8 million to finance part of the purchase price of RMHE, of which an amount of € 10.3 million was provided immediately. The subordinated (convertible) loan carries interest at 5.25% a year and has a term of five years. Royal Reesink has an option to extend the loan by one year. Pon Onroerend Goed Leusden B.V. has a right to convert all or a part of the amount outstanding into ordinary shares or depositary receipts for ordinary shares at a conversion price of € 81.41 after three years. Certain circumstances such as possible future issues of ordinary shares or depositary receipts for ordinary shares or distributions of special dividends may lead to adjustments of the conversion price. Due to the (private) issue of depositary receipts for ordinary shares in September 2015, the conversion price was adjusted to € 80.99.
The remainder of the loan (€ 7.5 million) was drawn on 7 April 2014 as part of the financing of the earn-out agreed in connection with the RMHE acquisition and thus automatically forms part of the subordinated (convertible) loan, as a result of which all terms and conditions have become applicable including those concerning conversion.
The convertible subordinated loan will be repaid if the public offer leads to a change in the ownership structure of Royal Reesink. For further information, see Events after the balance sheet date on page 158.

On 7 April 2014, an amount of € 4.8 million was provided by PVL B.V. (a subsidiary of Pon Holdings B.V.). as part of the financing of the earn-out agreed in connection with the RMHE acquisition. This subordinated loan with an initial term of five years and initial interest of 5.25% was repaid in September 2015 from the proceeds from the (private) issue of depositary receipts for ordinary shares in 2015.

The loans stated above are subordinate only to the bank financing.

11 Non-current liabilities

	2015	2014
Value of non-current liabilities	32,368	30,932
Current portion of non-current liabilities (see note 12)	-3,459	-3,803
	28,909	**27,129**

The repayment scheme for the non-current liabilities is as follows:

	< 1 year	2-5 years	> 5 years	Total
Subordinated loan	-	-	176	**176**
Bank financing	3,423	13,727	14,992	**32,142**
Financial leasing commitments	36	14	-	**50**
	3,459	**13,741**	**15,168**	**32,368**

Subordinated loan

A subordinated loan of € 0.2 million was provided in 2011 by the minority shareholder of Bruggeman Mechanisatie. Interest on this loan is based on the interest on the short-term credit facility plus a spread of 150 basis points. Repayments on this loan are due every quarter provided the solvency ratio of Bruggeman Mechanisatie is at least 30%. This loan is subordinated to the bank financing at Bruggeman Mechanisatie.

Bank financing

On 12 May 2015, a new financing agreement was entered into with ABN AMRO Bank, Rabobank, Commerzbank and BNP Paribas for a period of five years. This new financing agreement replaces the 3-year facility of ABN AMRO Bank, Rabobank and Commerzbank that was modified on 16 October 2013 in connection with the RMHE acquisition and was due to mature in October 2015. The total amount of the financing facility is € 140 million, consisting of a long-term loan of € 35 million (repayment of 2.5% per quarter) and a revolving financing facility of € 105 million for general and working capital purposes. The amount of the financing offers Royal Reesink headroom to implement its strategy for growth, both organic and through acquisitions. The financing agreement also offers headroom for repayment of the subordinated (convertible) loan upon maturity.

The interest on the long-term loan is based on the 3-month EURIBOR (0% if EURIBOR is negative), plus a spread of 170 to 230 basis points. The interest on the revolving financing facility is based on 1-month EURIBOR (0% if EURIBOR is negative), plus a spread of 150 to 210 basis points. The applicable spread depends on the Total Net Senior Debt/EBITDA Ratio (leverage). At year-end 2015, the effective interest rate on the long-term loan amounted to 2.06%.

The companies within the group that are subject to the financing agreement have granted a first right of mortgage on the immovable property, with the exception of the investment property. In addition, a first right of pledge has been provided on bank accounts, shares of certain Dutch group companies, movable property and receivables (including intra-group receivables and receivables relating to insurance benefit payments).

The financing facility referred to above is subject to certain terms and conditions, the most important of which are:

- Interest Coverage Ratio of at least 4.0 during the term of the financing
- Total Net Senior Debt/EBITDA Ratio of at most 3.0 during the term of the financing with the option to deviate during the term of the financing and subject to specific conditions (for instance in the case of an acquisition), 3 times (not consecutively) up to a maximum of 3.25 during the term of the financing.

The stated terms and conditions were satisfied as at 31 December 2015:

- Interest coverage Ratio: 9.5 (2014: not applicable)
- Total Net Senior Debt/EBITDA Ratio: 2.4 (2014: 2.6)

The bank financing also includes a mortgage loan relating to the investment property held by Kemp in Hamme (Belgium). This loan is divided into two parts, both with a term of 15 years, that were entered into in 2003 and 2007 respectively to finance the land and buildings of Kemp in Hamme (Belgium). The interest on these loans is 4.92% and 5.2% respectively, and the respective remaining terms are 2.6 and 7.3 years. The annual repayment on these loans amounts to € 0.1 million.

Financial lease commitments

The financial leasing commitments relate to the financing of vehicles at Packo in Belgium. The average
interest on the leases is 2.0%. The average remaining term is 1 year.

12 Current liabilities

	2015	2014
Debts to credit institutions	47,435	41,711
Current portion of non-current liabilities	3,459	3,803
Trade creditors	36,772	37,142
Tax and social insurance contributions	17,936	15,305
Payable for pensions	1,109	555
Other liabilities and accrued liabilities	27,756	23,913
	134,467	**122,429**

Debts to credit institutions

The debts to credit institutions comprise mainly the cash loan drawn as part of the financing agreement (see note 11) and utilisation of the credit facility (ancillary) allocated under the financing agreement up to a maximal amount of € 25.0 million.

In order to finance the activities of Kuhn Center Turkey in Turkey, an amount of € 3.0 million was allocated under the financing facility by providing this same amount as security for a guarantee between Rabobank The Netherlands and Rabobank Turkey. The interest is based on 3-month EURIBOR plus a spread of 225 basis points.

Bruggeman Mechanisatie is financed separately. The amount of this credit facility is € 1.25 million. The security provided is mainly in the form of rights of pledge and pledges of inventories, equipment (fixed assets) and receivables. Interest is based on 1-month EURIBOR plus an average spread of 170 basis points.

Trade creditors

Trade creditors includes a liability to participations in the amount of € 0.1 million (2014: € 0.1 million). All trade creditor items have a remaining maturity of less than one year.

Other liabilities and accrued liabilities

Other liabilities and accrued liabilities includes a liability to participations of € 0.1 million (2014: € 0.1 million). The other liabilities and accrued liabilities item does not include any items with a remaining term of more than one year.

13 Net revenue

The table below shows net revenue specified by segment:

	2015	2014
Equipment	436,344	421,738
Industries	52,504	50,737
Other	638	736
Net revenue	**489,486**	**473,211**

The table below shows net revenue by activity

	2015	2014
Sales	344,265	339,488
Service/parts	117,433	108,781
Rental	27,150	24,206
Other	638	736
Net revenue	**489,486**	**473,211**

The table below shows net revenue by geographical area:

	2015	2014
The Netherlands	258,534	248,673
Belgium	89,015	98,482
Germany	85,037	80,110
Other EU	5,586	4,687
Kazakhstan	48,430	40,070
Turkey	1,006	-
Other	1,878	1,189
Net revenue	**489,486**	**473,211**

14 Wages and salaries

	2015	2014
Gross wages and salaries	56,157	51,083
Social security costs	10,258	9,690
Pension costs	3,519	3,513
Other personnel costs	5,416	4,754
	75,350	**69,040**

Staff

During the 2015 financial year, the average number of employees at Royal Reesink, converted into full time equivalents amounted to 1.199 (2014: 1.121). Of this number, 580 (2014: 532) were employed outside the Netherlands.

This number (average number of individuals calculated based on full time equivalents) breaks down based on the various employee categories as follows:

	2015	2014
Management Board and management	24	22
Procurement	34	35
Production and assembly	45	36
Sales	250	236
Service and warranty	590	562
Warehouse and logistics	89	80
Back office	167	150
	1,199	**1,121**

Pensions

Royal Reesink operates various supplementary pension schemes for its employees in the Netherlands. Royal Reesink's contribution to the pension schemes is limited to its share of the contribution. The schemes are all average salary schemes and indexation is conditional. Certain companies (see below) have, either on their own initiative or otherwise, placed their pension arrangements with an occupational or other pension fund. Certain other companies in the Netherlands have made pension arrangements with the pensions insurer De Eendragt Pensioen N.V. (as of 1 January 2016: De Amersfoortse) and Brand New Day. The funding held with these insurers is not sufficient for the full purchase of pension as at 2015. Royal Reesink has no obligation to make additional contributions.

At year-end 2015 (and 2014), Royal Reesink had no pension claims or liabilities other than the payment of the contributions due to the pension provider.

The funding ratios (stated in percentages) for the occupational and other pension funds as at 31 December 2015 and 2014 respectively are shown below:

	2015	2014
Metaal en Techniek (Metal-working and Technical) occupational (PMT) pension fund - Kamps de Wild - Landtech Zuid - Bruggeman Mechanisatie - Hans van Driel	97.3	102.8
Landbouw (Agriculture) (BPL) occupational pension fund - Barend Kemp	100.3	105.3
Grafische Bedrijven (Graphics companies) (PGB) pension fund - Motrac Intern Transport - Motrac Hydrauliek	101.4	104.2
Nederlandse Groothandels (Dutch wholesalers) pension fund foundation (SPNG) – own management - (2015: provisional) - Stierman De Leeuw	96.1	108.6

15 Depreciation and amortisation of fixed assets

	2015	2014
Service contracts	572	571
Software	1,005	610
Equipment	1,981	2,005
Rental equipment	7,058	6,576
Vehicles	713	711
	11,329	**10,473**

The amortisation of service contracts is fully recognised in the cost of sales. € 0.3 million of the amortization of software is recognised in the cost of sales, € 0.1 million as selling expenses and € 0.6 million as general and administrative expenses.

16 Other operating income

	2015	2014
Rental income	1,514	1,500

Rental income

The operating expenses directly relating to the investment property amounted to € 0.1 million (2014: € 0.1 million).

17 (Non-)realised and realised fair value adjustments of investment property

The non-realised fair value adjustments of investment property amounted to € 0.8 million negative (2014: € 2.4 million negative). In 2015, a gain of € 0.1 million was realised on the sale of property (land at De Kar).

18 Taxation of result from ordinary activities

All group companies located in the Netherlands, with the exception of Bruggeman Mechanisatie and Reesink Turkey constitute a fiscal unity for corporation tax along with Royal Reesink. There is a fiscal unity for corporation tax in Germany comprising all group companies established in Germany except Pelzer Fördertechnik (added in 2016). Corporation tax is recognised in each of the companies for the portion that the company in question would be liable to pay as an independent taxpayer, taking account of the tax facilities applying to the company. The other companies are independently liable for corporation tax.

The nominal tax rate applicable in the Netherlands is 25.0% (2014: 25.0%). The tax burden in the profit and loss account for 2015 is € 4.2 million, representing 27.4% of the result before tax (2014: 30.4%). The reconciliation between the nominal and the effective tax rate is as follows:

	2015 (in %)	2014 (in %)
Nominal tax	25.0	25.0
Effect of tax rate for foreign jurisdictions	2.3	5.2
Tax-free profit/non-deductible costs	0.1	0.2
Effective tax rate	**27.4**	**30.4**

19 Share in result from participating interest

This represents Royal Reesink's share in the profits of its participations THR B.V., De Kruyf Holding B.V., Mechanisatie Beheer B.V. and Outlet-DHZ-Valkenswaard B.V.

20 Net result per ordinary share

	2015 Number	2014 Number
Ordinary shares issued as at 1 January	1,247,559	1,247,559
Changes during the financial year:		
– Stock dividend on ordinary shares	9,351	-
– Private issue of ordinary shares	125,627	-
Ordinary shares issued as at 31 December	1,382,537	1,247,559
Maximum number of potential ordinary shares to be issued	220,089	218,953
Number of diluted ordinary shares	1,602,626	1,466,512
Average number of ordinary shares outstanding	1,294,076	1,247,559
Average number of diluted ordinary shares outstanding	1,514,164	1,443,150
Net result (in € 000)	11,187	8,905
Cumulative preference dividend (in € 000)	-	-47
Net result attributed to holders of ordinary shares (in € 000)	**11,187**	**8,858**
Net result per ordinary share (in €)	**8.64**	**7.10**
Diluted net result per ordinary share (in €)	**7.85**	**6.57**

21 Financial instruments

General

In the normal course of its business, the company uses various financial instruments that expose the company to market and/or credit risk. All these financial instruments are included in the balance sheet.

Liquidity risk

Liquidity risk is the risk that Royal Reesink will fail to meet its financial obligations, or fails to do so in time. For investment, daily management of working capital and obligations (letter of credit), the company has access to a financing facility of € 140 million. The financing agreement with ABN AMRO Bank, Rabobank, Commerzbank and BNP Paribas was entered into on 12 May 2015 and has a term of five years. In addition, there are various smaller credit facilities. The amount of the financing offers Royal Reesink scope to implement its strategy for growth, both organic and through acquisitions. Royal Reesink mitigates this risk by assuming a capital base of 40% in order to facilitate raising additional capital if necessary (in some cases on a temporary basis).

Market risk

Market risk is the risk that income earned by Royal Reesink or the value the financial instruments held by the company are adversely affected by changes in market prices, such as interest rates and exchange rates. The market value of the financial instruments recognised in the balance sheet, including receivables, securities, cash and cash equivalents, non-current liabilities and current liabilities approximates the book value of these instruments.

Credit risk

Credit risk is the risk of financial loss by Royal Reesink if a buyer fails to meet the contractual obligations entered into. Royal Reesink's exposure to credit risk is determined primarily by the individual attributes of individual buyers. The close interaction with our customers, either as part of the dealer organisation or otherwise, is important in reducing credit risk. Credit risk is further mitigated through the company's own credit checks of new or existing customers based on resources such as external reports, annual reports and payment history, or by insuring credit risk. The internal credit limits, which are determined based on the company's own research, are revised at least once a year. Customers for whom no credit limit has been set (either by the company or the insurer) can only conduct business with Royal Reesink based on guaranteed payment. Kamps de Wild and Reesink Staal hold credit insurance policies.

Goods are predominantly delivered subject to retention of title, which means that in the event of default on payment Royal Reesink usually has a preferential claim, to the extent that the goods are still present.

In the equipment segment, credit risk is sometimes concentrated with debtors, mitigated in part by credit insurance

Interest-rate risk and cash-flow risk

The majority of the interest-bearing liabilities are non-current liabilities and debts to credit institutions. These liabilities have a floating interest rate based in most cases on 1-month or 3-month Euribor plus a fixed interest premium. In consultation with the Supervisory Board, the risk of an interest-rate increase is not hedged.

The remaining interest-rate risk is limited to any changes in the market value of the loans provided. Most of these loans have a floating interest rate plus a fixed interest premium. The loans are held to maturity. The company's policy therefore is not to use derivative financial instruments to hedge (interim) movements in interest rates.

The interest-rate risk profile of the non-current liabilities with a floating interest rate and debts to credit institutions is as follows:

	2015	2014
Non-current liabilities, including current portion	32,552	30,352
Debts to credit institutions	47,435	41,711
	79,987	**72,063**
Effect on profit and loss account of floating interest rate non-current liabilities and debts to credit institutions in the event of:		
Increase in interest rates of 100 basis points	-954	-923
Decrease in interest rates of 100 basis points	13	160

Currency risk

Currency risk is the risk that Royal Reesink is exposed to in the event of fair value adjustments to financial instruments or transaction risk as a result of purchases and sales in foreign currencies. Goods are purchased in foreign currencies such as US dollars, Canadian dollars, Turkish lira and Kazakhstani tenge during the year. In the absence of a natural hedge, the company's policy is to hedge the currency risk incurred as a result of each individual order at the time it is placed. The remaining currency risk is therefore limited.

Translation risks also exist due to translation differences on net investments in consolidated foreign entities. These translation differences are recognised directly in shareholders' equity in the statutory reserve for translation differences. Royal Reesink does not hedge this translation risk.

22 Off-balance sheet rights and obligations

Fiscal unity

All group companies located in the Netherlands, with the exception of Bruggeman Mechanisatie and Reesink Turkey, constitute a fiscal unity for corporation tax along with Royal Reesink. There is also a fiscal unity for VAT for the majority of the group companies based in the Netherlands. The companies included in the fiscal unities are accordingly jointly and severally liable for the tax debt of the fiscal unity as a whole.

Liability and guarantees

For a list of the companies for which Royal Reesink has filed a declaration in accordance with Section 403 Book 2 of the Dutch Civil Code at the offices of the Commercial Register, see the section entitled 'Group relations' on page 111. On this basis, Royal Reesink is jointly and severally liable for the debts arising from the legal acts of the companies included in the list.

Royal Reesink has issued a guarantee on behalf of Claas KGaA mbH for the obligations arising from the deliveries to CT Agro TOO.

Royal Reesink has issued a guarantee in favour of the bank with respect to the temporary extension of the credit facility of THR B.V. of up to € 1.9 million.

Contingent liabilities

Repurchase commitments were issued up to an amount of € 0.1 million (2014: € 0.1 million) to customers' financiers as at 31 December 2015 in connection with trading goods delivered. At year-end 2015, investment commitments were nil (2014: € 0.5 million).

Claims

Royal Reesink and its consolidated participations are involved in several lawsuits. The outcome of these lawsuits is not expected to have any material adverse effect on the company's financial position as presented in these financial statements.

Multiannual financial commitments

Commitments relating to rental agreements and operating leases amount to € 82.6 million as at 31 December 2015 (2014: € 76.2 million). Of this amount, € 23.6 million (2014: € 22.9 million) represents current liabilities and € 6.4 million (2014: € 7.7 million) represents liabilities with a term exceeding five years.

In 2015, lease payments of € 22.9 million under operating leases were recognised in profit or loss (2014: € 24.4 million).

Multiannual financial rights

A 10-year rental agreement ending on 31 December 2024 was entered into with THR B.V. in relation to the premises at the Ecofactorij in Apeldoorn. The annual rent amounts to € 1.5 million (2014: € 1.5 million) and is indexed on 1 January each year.

The guaranteed cash flow from rental equipment and service contracts entered into totals € 116.1 million (2014: € 109.9 million), of which € 37.1 million (2014: € 35.0 million) related to the upcoming financial year, and € 4.2 million (2014: € 4.5 million) to periods exceeding five years.

Bank guarantees

The company's suppliers provided bank guarantees relating to prepayments in an amount of € 6.9 million (2014: € 6.9 million).

In 2015, a bank guarantee of € 1.1 million was provided for a customer in connection with a prepayment received. In addition, bank guarantees totalling € 0.1 million were provided in connection with rental agreements.

23 Transactions with related parties

Identification of related parties

Parties affiliated with Royal Reesink include its Management Board, Supervisory Board members, subsidiaries and participations.

Remuneration of Management Board and Supervisory Board members

The table below shows the remuneration of our Chief Executive Officer, Mr Van der Scheer:

in euros	Gross salary	Pension	Pension	Bonus	Total
2015	454,500	103,658	-	100,000	**658,158**
2014	450,000	108,500	145,790	100,000	**804,290**

The Chief Executive Officer owns 779 depositary receipts for ordinary shares in Royal Reesink.

The remuneration of the members of the Supervisory Board does not depend on the company's performance and amounted to € 145,179 (2014: € 107,000). During the financial year, Mr Veerman received € 47,500, Mr Van Delft and Mr Lievens each received € 32,500, Ms Bergkamp received € 20,000 (as of 20 May 2015) and Mr Vos received € 12,679 (up to 20 May 2015). No option rights are granted to members of the Supervisory Board. Supervisory Board member Van Delft (indirectly) holds 87,878 depositary receipts for ordinary shares in Royal Reesink. The other Supervisory Board members do not hold any depositary receipts for shares in the company.

24 Auditor's fees

The following fees were charged by Ernst & Young Accountants LLP (2014: Deloitte Accountants B.V.) to the company, its subsidiaries and other companies included in the consolidated accounts. This is disclosed in accordance with the provisions in Section 382(a)(1) and (2) of Book 2 of the Dutch Civil Code.

	2015	2014
Audit of the financial statements	500	385
Other assurance services	75	-
Tax advisory services	-	-
Other non-audit services	-	-
	575	**385**

25 Note to cash flows

The earn-out fee established with Pon in relation to the operations acquired in 2013 was settled in 2014. As a result, the convertible subordinated loan was increased and a subordinated loan was provided amounting to € 12.2 million. This is not recognised in the cash flow statement, in which only cash payments are shown. The cash balances acquired on the acquisition of Agrometius (Netherlands and Belgium) have been deducted from the purchase price.

Company balance sheet (before profit appropriation)

(in thousands of euros)	Note	31 December 2015		31 December 2014	
Fixed assets					
Intangible fixed assets	26	134		170	
Tangible fixed assets	27	163		203	
Financial fixed assets	28	165,628		157,742	
			165,925		**158,115**
Current assets					
Receivables from group companies		27,483		10,631	
Other receivables		2,675		2,308	
Cash and cash equivalents		1		1	
			30,159		**12,940**
Total assets			**196,084**		**171,055**
Shareholders' equity	29				
Issued capital		55		60	
Premium reserve		48,804		41,227	
Revaluation reserve		11,143		12,680	
Reserve for translation differences		-3,247		160	
Reserve for own shares		-188		-152	
Other reserves		27,079		25,186	
Undistributed profit		11,187		8,905	
			94,833		**88,066**
Provisions	30		**171**		**15**
Subordinated (convertible) loans	9		**17,825**		**22,671**
Non-current liabilities			**28,348**		**14,400**
Current liabilities					
Debts to credit institutions	31	49,802		41,068	
Current portion of non-current liabilities		3,343		2,741	
Other liabilities		1,762		2,094	
			54,907		**45,903**
Total equity and liabilities			**196,084**		**171,055**

Company profit and loss account

(in thousands of euros)	Note	2015	2014
Share in result of participating interests after taxation	32	14,000	11,300
Other result after taxation		-2,813	-2,395
Net result		**11,187**	**8,905**

Notes to the company financial statements

General

The company financial statements have been prepared according to the provisions of Part 9 Book 2 of the Dutch Civil Code. The company financial statements are part of the company's 2015 financial statements. For the company's profits and loss account, the company made use of the exemption under Section 402, Book 2 of the Dutch Civil Code.

To the extent that the items in the company balance sheet and company profit and loss account are not explained below, we refer to the notes to the consolidated balance sheet and profit and loss account.

Accounting principles

The accounting principles are identical to those for the consolidated balance sheet and profit and loss account, with the following exceptions:

Financial fixed assets

Participations over which joint control can be exercised in terms of commercial and financial policy are valued at net asset value using the equity accounting method. The company's accounting policies are used to determine the net asset value. Participations with a negative net asset value are carried at nil. A provision is formed if the company has guaranteed the debts of the participation concerned. This provision is formed primarily at the expense of receivables from the participation in question, and for the remainder under the provisions in the amount of the share in the losses incurred by the participation, or for the payments the company is expected to make for the benefit of the participation.

Loans to non-consolidated participations and other receivables are initially recognised at fair value and
subsequently at amortised cost based on the effective interest method, less impairments.

Result from participating interests

The share in the result from participating interests consists of the group's share in the results of these
participations. Results from transactions where there is a transfer of assets and liabilities between the
company and its participations and between participations themselves are not recognised insofar as they can be deemed to be unrealised.

26 Intangible fixed assets

The movement of intangible fixed assets was as follows:

	Software
Balance as at 2015:	
– Cost	231
– Cumulative amortisation and impairments	-61
Book value	**170**
Changes during the 2015 financial year	
– Investments	6
– Amortisation	-42
	-36
Balance as at 31 December 2015:	
– Cost	204
– Cumulative amortisation and impairments	-70
Book value	**134**

27 Tangible fixed assets

The movement of tangible fixed assets was as follows:

	Equipment
Balance as at 1 January 2015:	
– Cost	346
– Cumulative depreciation and impairments	-143
Book value	**203**
Changes during the 2015 financial year	
– Investments	10
– Depreciation	-50
	-40
Balance as at 31 December 2015:	
– Cost	333
– Cumulative depreciation and impairments	-170
Book value	**163**

28 Financial fixed assets

	2015	2014
Participations in group companies	132,568	124,682
Receivables from participations	31,600	31,600
Receivables from other participations	1,260	1,460
Other receivables	200	-
	165,628	**157,742**

The movement of financial fixed assets was as follows:

	Participations in group companies	Receivables from participations	Other participations	Receivables from other participations	Other receivables	Total
Balance as at 1 January 2015:						
– Acquisition price	124,682	31,600	1,680	3,865	66	161,893
– Cumulative depreciation and impairments	-	-	-1,680	-2,405	-66	-4,151
Book value	**124,682**	**31,600**	**-**	**1,460**	**-**	**157,742**
Changes during the 2015 financial year:						
– Investments, loans provided	-	-	-	125	**-**	**125**
– Impairments	-	-	-	-125	**-**	**-125**
– Reclassification	1,877	-	-	-200	200	**1,877**
– Share in result of participations	14,000	-	-	**-**	**-**	**14,000**
– Other changes	-4,584	-	-	**-**	**-**	**-4,584**
– Translation differences	-3,407	-	-	**-**	**-**	**-3,407**
	7,886	**-**	**-**	**-200**	**-200**	**7,886**
Balance as at 31 December 2015:	**132,568**	**31,600**	**-**	**1,260**	**200**	**165,628**
Cumulative impairments as at 31 December 2015	**-**	**-**	**1,680**	**2,530**	**66**	**4,276**

29 Shareholders' equity

	Issued capital	Premium reserve	Revaluation reserve	Reserve for translation differences	Reserve for own shares	Other reserves	Undistributed profit	Total shareholders' equity
Balance as at 1 January 2014	**6,030**	**35,257**	**14,013**	**-**	**-153**	**25,453**	**4,509**	**85,109**
Changes in 2014:								
– Profit appropriation	-	-	-	-	-	1,298	-1,298	**-**
– Dividend paid	-	-	-	-	-	13	-3,211	**-3,198**
– Net result for the year	-	-	-	-	-	-	8,905	**8,905**
– Capital reduction	-5,970	5,970	-	-	-	-	-	**-**
– Issue of ordinary	-	-	-	-	1	1	-	**2**
– Goodwill paid on acquisition	-	-	-	-	-	-2,751	-	**-2,751**
– Revaluation of tangible	-	-	-1,333	-	-	1,118	-	**-215**
– Other	-	-	-	160	-	54	-	**214**
Balance as at 31 December 2014	**60**	**41,227**	**12,680**	**160**	**-152**	**25,186**	**8,905**	**88,066**
Changes in 2015:								
– Profit appropriation	-	-	-	-	-	4,644	-4,644	**-**
– Dividend paid	-	-789	-	-	-27	816	-3,661	**-3,661**
– Net result for the year	-	-	-	-	-	-	11,187	**11,187**
– Repurchase of shares	-10	-1,030	-	-	-9	-	-	**-1,049**
– Issue of ordinary shares/ depositary receipts	5	9,396	-	-	-	-	-	**9,401**
– Goodwill paid on acquisition	-	-	-	-	-	-4,824	-	**-4,824**
– Revaluation of tangible fixed assets	-	-	-1,537	-	-	1,738	-600	**-399**
– Change in translation differences	-	-	-	-3,407	-		-	**-3,407**
– Other	-	-	-	-	-	-481	-	**-481**
Balance as at 31 December 2015	**55**	**48,804**	**11,143**	**-3,247**	**-188**	**27,079**	**11,187**	**94,833**

Other changes include adjustments that correspond to valuation differences for the portion of the inventories of Reesink Staal valued at the replacement value after deduction of the expected tax liability. At year-end 2015, the reserve for price differences in inventories amounted to € 2.3 million (2014: € 2.6 million). This reserve for price differences does not represent a statutory reserve as referred to in Section 373 (4) Book 2 of the Dutch Civil Code.

Pursuant to the profit appropriation for 2015, € 37,500 will be added to the revaluation reserve in 2016. In addition, € 191,250 will be added to the other reserves from the revaluation reserve in 2016.

Issued capital

	Ordinary shares	Cumulative preference shares A	Cumulative preference shares B	Total
Authorised share capital	102	18	120	240
Less: Shares in portfolio	-47	-18	-120	-185
Issued share capital	55	-	-	55

The authorised share capital consists of 2,540,000 (2014: 2,540,000) ordinary shares, 460,000 (2014: 460,000) cumulative preference shares A and 3,000,000 (2014: 3,000,000) cumulative preference shares B. The cumulative preference shares A were repurchased and cancelled in 2015.

The number of ordinary shares outstanding at year-end 2015 was 1,382,537 (2014: 1,247,559), of which 1,323,588 in the form of depositary receipts (2014: 1,189,686) and 58,949 registered (2014: 57,873).

We were aware of the following interests in excess of 3% of the issued capital (31 December 2015: 1,382,537 shares) at date of this report:

	Date of first registration	Date of most recent registration	Based on most recent registration	
			Issued capital %	Depositary receipts %
Bibiana Beheer B.V. 1)	30-04-2003	09-03-2016	-	6.36
Decico B.V.	05-04-2013	09-03-2016	-	6.66
Stichting Administratiekantoor van Aandelen Reesink	01-01-1992	09-03-2016	95.71	-
Delta Lloyd Deelnemingen Fonds N.V.	23-05-2006	09-03-2016	-	12.37
Todlin N.V.	21-01-2011	09-03-2016	-	11.33
Pon Holdings B.V.	16-10-2013	09-03-2016	-	10.90
Project Holland Deelnemingen B.V.	18-01-2013	09-03-2016	-	16.67
Navitas B.V.	10-09-2015	09-03-2016	-	6.15
Stichting Continuïteit Reesink	01-02-1992	-	2)	-

1) Mr F.L.H. van Delft holds this package of shares through the company stated above. At the time of Mr Van Delft's appointment as a member of the Supervisory Board, the company and he agreed that he, along with other members of the Board and the management, would refrain for up to 12 months after his retirement as a supervisory director from selling the package held by his company Bibiana Beheer B.V. Mr Van Delft will continue to held this package (albeit indirectly) for his own account and risk until the stated 12-month term has expired.
2) Potential interest, see below.

Stichting Continuïteit Royal Reesink has been granted the right to acquire all cumulative preference shares B in our authorised share capital. It has been agreed with Stichting Continuïteit Royal Reesink that the number of votes cast on cumulative preference shares B will not exceed the

number of ordinary shares outstanding at that time and the cumulative preference shares A combined.

At year-end 2015, the management of Stichting Continuïteit Reesink consisted of four persons not affiliated to Royal Reesink: Mr J.W.S. Eyssen, Mr C.R. Huiskes, Mr H.A.A. Kienhuis and Mr J. Reesink. The exercise of the option and the voting right by Stichting Continuïteit Reesink as described above serves as a protective measure. This measure is expected to be used if the management of Stichting Continuïteit Reesink deems this to be desirable with due observance of statutory provisions and the foundation's by-laws. The company has made a commitment to Stichting Continuïteit Reesink to compensate all reasonable expenses to be incurred.

In addition, the issue of depositary receipts for ordinary shares with (up to 1%) limited exchangeability constitutes an anti-takeover measure. This reflects the new legislation that came into effect on 1 October 2004. We also refer to the company's considerations in this regard and detailed in the statement on Corporate Governance, as published by Royal Reesink on its website.

At year-end 2015, the Board of the Trust Office Stichting Administratiekantoor van Aandelen Reesink
consisted of three members who are not affiliated to Royal Reesink: Mr W.G. van Hassel, Mr H.A.D. van den Boogaard and Mr A.D. Plaggemars. Mrs R.M. Bergkamp represents the company on the Board of the Trust Office Stichting Administratiekantoor van Aandelen Reesink.

The Management Board of Royal Reesink hereby confirms that it has satisfied the criterion of independence, subject to the definition provided in Section 118a (3) of Book 2 of the Dutch Civil Code.

Premium reserve
This reserve consists of revenues from the issue of shares, to the extent that these exceed the nominal value of the shares (revenues above the net asset value) less the costs related to the issue of shares and taking account of the deferred tax liability.

Revaluation reserve
The land and buildings (tangible fixed assets and investment property) that are held by the subsidiaries of the company are carried at fair value. A revaluation reserve was formed for changes in the valuations on the coming into effect of the Fair Value Resolution (Besluit actuele waarde) on 1 January 2006 and the changes at financial year-ends recognised in shareholders' equity (see notes 2 and 29), taking account of deferred tax liabilities. In addition, the revaluation reserve is adjusted for changes in value of the investment property taken to the profit and loss account during the previous financial year (see notes 3 and 29). The revaluation reserve qualifies as a statutory reserve and is therefore not at the disposal of the shareholders.

Reserve for own shares
The acquisition price of € 188,156 of the 6,237 shares and depositary receipts held by the group as at 31 December 2015 has been deducted from equity. The ordinary shares and depositary receipts purchased have a nominal value of € 0.04. Based on statutory provisions, the value of these shares owned has not been capitalised in the balance sheet. The ordinary shares and depositary receipts purchased currently represent 0.45% (2014: 0.39%) of the issued share capital.

Movements in the reserve for own shares were as follows:

	Number of shares/depositary receipts	Nominal value (in €)	Price (in €)	Purchase price (in €)
Balance as at 1 January 2015	5,810			152,489
Changes:				
Stock dividend including fractions	314	0.04	84.31	26,475
Other repurchases of registered shares	113	0.04	81.35	9,192
	427			35,667
Balance as at 31 December 2015	**6,237**			**188,156**

Other reserves

€ 4.8 million has been deducted from the other reserves in connection with goodwill relating to acquisitions. This includes a sum of € 0.9 million relating to subsequent payments of the purchase price for the acquisitions of Jean Heybroek, the Kemp Group, O. de Leeuw Groentechniek and Agrometius.

Undistributed profit

It will be proposed to the general meeting of shareholders to appropriate the profit after taxation for 2015 to the other reserves.

30 Provisions

Provisions represent a provision for deferred tax liabilities relating to the different valuation of assets for tax purposes and are mostly long-term in nature.

31 Debts to credit institutions

For the composition of and conditions relating to the financing facility, see note 11 to the consolidated balance sheet.

32 Share in result from participating interest

This represents the company's share in the result of participations, as well as any impairments of the participations. Of the amount stated, € 14.0 million (2014: € 11.3 million) relates to group companies.

33 Off-balance sheet commitments

Fiscal unity

All group companies located in the Netherlands, with the exception of Bruggeman Mechanisatie and Reesink Turkey, constitute a fiscal unity for corporation tax along with Royal Reesink. There is also a fiscal unity for VAT for the majority of the group companies based in the Netherlands. The companies included in the fiscal unities are accordingly jointly and severally liable for the tax debt of the fiscal unity as a whole.

Liability and guarantees

For a list of the companies for which Royal Reesink has filed a declaration in accordance with Section 403 Book 2 of the Dutch Civil Code at the offices of the Commercial Register, see the section entitled 'Group relations' on page 111. On this basis, Royal Reesink is jointly and severally liable for the debts arising from the legal acts of the companies included in the list.

Royal Reesink has issued a guarantee on behalf of Claas KGaA mbH for the obligations arising from the deliveries to CT Agro TOO.

Royal Reesink has issued a guarantee in favour of the bank with respect to the temporary extension of the credit facility of THR B.V. of up to € 1.9 million.

Claims

Royal Reesink and its consolidated participations are involved in several lawsuits. The outcome of these lawsuits is not expected to have any material adverse effect on the company's financial position as presented in these financial statements

Apeldoorn, the Netherlands, 4 April 2016

The Management Board:
G. van der Scheer

The Supervisory Board:
C.P. Veerman, chair
R.M. Bergkamp
F.L.H. van Delft
L.H. Lievens

Other information

Independent Auditor's report

To: The Shareholders and Supervisory Board of Royal Reesink N.V.

Report on the Audit of the Financial Statements 2015

Opinion

We have audited the accompanying financial statements 2015 of Royal Reesink N.V., based in Apeldoorn.

In our opinion, the financial statements give a true and fair view of the financial position of Royal Reesink N.V. on December 31, 2015 and of its result for the year then ended in accordance with Part 9 of Book 2 of the Dutch Civil Code.

The consolidated financial statements comprise:

- the consolidated and the company balance sheets as at December 31, 2015;
- the consolidated and company profit and loss accounts for the year then ended; and
- notes comprising a summary of the significant accounting policies and other explanatory information.

Basis for our opinion

We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing. Our responsibilities under those standards are described in the section "Our responsibilities for the audit of the financial statements" of our report.

We are independent of Royal Reesink N.V. in accordance with the Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten (ViO) and other relevant independence regulations in the Netherlands. Furthermore we have complied with the Verordening gedrags- en beroepsregels accountants (VGBA).

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Materiality

Materiality	€ 2.5 million
Benchmark applied	0.5% of net revenue
Further information	We consider net revenue to be the most appropriate benchmark for Royal Reesink N.V. in view of the importance stakeholders attach to the growth of both revenue and market share. We agreed with the Supervisory Board that misstatements in excess of € 125,000 which are identified during the audit would be reported to them, as well as smaller misstatements that in our view must be reported on qualitative grounds.

Scope of the Group Audit

Royal Reesink N.V. is at the head of a group of entities. The financial information of this group is included in the consolidated financial statements of Royal Reesink N.V.

Our group audit mainly focused on the operating companies that are significant in terms of their size and financial importance or where significant risks or relatively complex activities apply. We have performed audit procedures ourselves at the Dutch operating companies in scope of the group audit. Local EY teams were used in Belgium and Germany. In addition, we used non-EY auditors for the audit of one foreign operating company in Belgium and one in Kazakhstan. The foreign auditors received instructions from us.

We also carried out regular consultations with all teams during 2015 and during the year-end audit in 2016 and we carried out several working paper assessments in Belgium and Germany and attended important meetings. In this way we provided direction for the group audit and were able to address significant observations in our group audit.

The procedures concerning the consolidation of the group and the financial statement disclosures were performed by the group team. Overall, the procedures referred to above related to 87% of total assets, 84% of revenue and 88% of the EBITDA of the group.

By implementing the procedures mentioned above at group entities, together with additional procedures at group level, we have been able to obtain sufficient and appropriate audit evidence about the group's financial information to provide an opinion about the consolidated financial statements.

Our Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements. We have communicated the key audit matters to the Supervisory Board. The key audit matters are not a comprehensive reflection of all matters discussed.

These matters were addressed in the context of our audit of the financial statements as a whole and in forming our opinion thereon and we do not provide a separate opinion on these matters.

Risk	Our audit approach
Revenue recognition	
The accuracy and completeness of revenue recognition was a key audit matter. We refer to three specific focus areas: • Delivery of trade goods to third parties, for which the financing takes place by lease companies. The question is whether the transaction qualifies as a sale of the machine or whether the machine is provided under an operating lease arrangement. • Direct deliveries by the supplier to the end user, where the question is whether Royal Reesink N.V. acts as agent or as principal. • Sale transactions around the balance sheet date, for which the question is whether the sale transaction has been recognised in the appropriate period. We refer to the accounting policies for revenue recognition, and the disclosures relating to net revenue (note 13) included in the financial statements.	We obtained an understanding of the process of revenue recognition and assessed the internal controls. Our substantive audit procedures included a review of delivery terms and conditions in combination with sampling of sale transactions selected by us. To that end we determined whether: • the principal economic risks were transferred to the buyer in deliveries for which financing was arranged by the customers via lease companies; • a significant portion of the risks is retained by Royal Reesink N.V. in direct deliveries; • revenue for sale transactions around the balance sheet date is recognised in accordance with the agreed delivery terms and conditions. We also assessed credit invoices issued after the close of the year and performed analytical review procedures on revenue and gross margin.
Management override of controls	
We assume that the risk of management override of internal controls comprises a significant risk (of fraud). In addition, management has an important role in determining the items that contain significant estimates. We refer to the note on the acquisition of participations, and the note on the item inventories (note 5) and receivables (note 6) as included in the financial statements.	We performed substantive procedures on financial statement items for which the assumptions applied by management influence the results of the company. More specifically, our procedures comprised: • the audit of manual journal entries; • the audit of estimations in the financial statements, such as the provision for trade debtors, the provision for obsolescent inventories and accounting for acquisitions; • the assessment of the year-end closing process, the preparation of the financial statements and the determination of other estimations.

Risk	Our audit approach
Valuation of real estate	
Royal Reesink N.V. has land and buildings that are qualified as investment property or assets for own use. In accordance with the Fair Value Resolution, Royal Reesink N.V. values its investment property at fair value and its land and buildings for own use at the lower of replacement cost or value in use. That valuation is based on significant assumptions that underlie the valuation of the real estate. The value of the real estate is material in the financial statements. Accordingly, we have designated the valuation of real estate as a key audit matter. We refer to the note on tangible fixed assets (note 2) and investment property (note 3) as included in the financial statements.	We performed the following procedures: • Assessment of the agreement between the external appraiser and Royal Reesink N.V., focusing mainly on the correct application of the terms fair value and lower of replacement cost and value in use; • Assessment of the process of developing the key assumptions and estimates; • We also assessed, together with our real estate specialists, the appraisal reports, with the principles, assumptions and estimates included therein.
Initial audit of the financial statements of Royal Reesink N.V.	
Initial audits include procedures that are not performed in regular recurring audits. These additional procedures comprise mainly planning activities to determine an appropriate audit strategy for the financial statements. These can specifically include: • Assessment of the predecessor auditor's working papers to obtain sufficient appropriate audit evidence in respect of the opening balance sheet. • Assessment of consistent application of accounting policies; • Obtaining an understanding of the company and its operations, including its internal control environment, to determine an appropriate audit strategy. • Performing analyses to assess the assumptions and estimates of management in the previous financial year. As the audit of the opening balance sheet and obtaining sufficient insights into Royal Reesink N.V. was a key component in our initial audit, we designated this as a key audit matter.	The additional procedures in the initial audit are: • Cooperation with the predecessor auditor, including working paper evaluation and discussions, as prescribed by our professional standards. • Active communication with Royal Reesink N.V. and its operating companies, in order to promote knowledge transfer and to discuss the results of our procedures. • Evaluation of the key financial reporting issues and audit findings of the independent external auditor for the financial year 2014; • Assessment of the group's system of internal control and the IT systems. Where necessary we adapted our audit approach on the basis of the results of our procedures.

We discussed the results of our audit with the Supervisory Board.

Responsibilities of the Management Board and the Supervisory Board for the Financial Statements

The Management Board is responsible for the preparation and fair presentation of the financial statements in accordance with Part 9 of Book 2 of the Dutch Civil Code, and for the preparation of the management board report in accordance with Part 9 of Book 2 of the Dutch Civil Code. Furthermore, the Management Board is responsible for such internal control as the Management Board determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Management Board is responsible for assessing the company's ability to continue as a going concern. Based on the financial reporting frameworks mentioned, the Management Board should prepare the financial statements using the going concern basis of accounting unless the Management Board either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so. The Management Board should disclose events and circumstances that may cast significant doubt on the company's ability to continue as a going concern.

The Supervisory Board is responsible for overseeing the company's financial reporting process.

Our Responsibilities for the Audit of the Financial Statements

Our responsibility is to plan and perform the audit engagement in a manner that allows us to obtain sufficient and appropriate audit evidence for our opinion.
Our audit has been performed with a high, but not absolute, level of assurance, which means we may not have detected all errors and fraud.

Misstatements can arise from fraud or error and will be considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. The materiality affects the nature, timing and extent of our audit procedures and the evaluation of the effect of identified misstatements on our opinion.

We have exercised professional judgment and have maintained professional scepticism throughout the audit, in accordance with Dutch Standards on Auditing, ethical requirements and independence requirements. Our audit included e.g.:

- Identifying and assessing the risks of material misstatement of the financial statements, whether due to fraud or error, designing and performing audit procedures responsive to those risks, and obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management Board.
- Concluding on the appropriateness of the Management Board's use of the going concern basis of accounting, and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.

- Evaluating the overall presentation, structure and content of the financial statements, including the disclosures; and
- Evaluating whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Because we are ultimately responsibility for the opinion, we are also responsible for directing, supervising and performing the group audit. In this respect we have determined the nature and extent of the audit procedures to be carried out for group entities. The size and/or risk profile of the group entities or operations were decisive in doing so. On this basis, we selected group entities for which an audit or review had to be carried out on the complete set of financial statements or specific items.

We communicate with the Supervisory Board regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We provide the Supervisory Board with a statement that we have complied with relevant ethical requirements regarding independence, and communicate with them on all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the Supervisory Board, we determine those matters that were of most significance in the audit of the financial statements and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, not communicating the matter is in the public interest.

Report on Other Legal and Regulatory Requirements

Report on the management board report and the other information

Pursuant to legal requirements under Part 9 of Book 2 of the Dutch Civil Code (concerning our obligation to report about the management board report and other information), we declare that:

- We have no deficiencies to report as a result of our examination whether the management board report, to the extent we can assess, has been prepared in accordance with Part 9 of this Code, and whether the information as required under Part 9 has been annexed.
- Further we report that the management board report, to the extent we can assess, is consistent with the financial statements.

Engagement

We were engaged by general meeting of shareholders as auditor of Royal Reesink N.V. on 20 May 2015, as of the audit for year 2015 and have operated as statutory auditor ever since that date.

Zwolle, 4 April 2016

Ernst & Young Accountants LLP
D.L. Groot Zwaaftink

Events after the balance sheet date

Public offer

On 8 February 2016, Royal Reesink and River Acquisition B.V. jointly announced that provisional agreement had been reached on a recommended public offer of € 101 (cum dividend) in cash per share in the capital of Royal Reesink, subject to the customary conditions. We consider this proposed transaction to be an attractive offer for all shareholders of Royal Reesink.

Euronext listing

In 2015, Royal Reesink carefully considered the alternatives in connection with the discontinuation of Alternext Amsterdam. In this connection, Royal Reesink also considered a possible transition to a new Euronext initiative, a Benelux platform for medium-sized businesses for shares and bonds. However, Royal Reesink saw more added value in a listing on Euronext Amsterdam.

Preparations for the transition to and application for the new listing commenced in mid-2015. The application was submitted on 1 March 2016 and a prospectus was published that is available via the corporate website. Royal Reesink was admitted to the new listing on 9 March 2016: ROYRE / ISIN: NL0000379303.

Turfcare

On 1 February, 2016, the company reached agreement in principle with Lely Holding S.à.r.l. on the acquisition of its turfcare activities in the United Kingdom, Ireland and Denmark. These activities mainly comprise the distribution of Toro machines for the maintenance of golf courses and public green spaces and TYM compact tractors. The turfcare activities of Lely Holding S.à.r.l. achieved total revenue of around € 60 million in 2015 in those three countries, with around 125 employees. The transaction is expected to be completed in the second quarter of 2016. The company intends to finance the purchase price of the shares by a drawdown under the current financing facility.

Profit appropriation for the 2015 financial year

The 2014 financial statements were adopted by the General Meeting of Shareholders held on 20 May 2015. The General Meeting confirmed that the result should be appropriated in accordance with the proposal submitted to this effect.

Proposal for profit appropriation for the 2015 financial year

Pursuant to Article 13 of the articles of association, profit is appropriated as follows:

Net result	11.187	
To be added to the other reserves	-11.187	
Profit in accordance with Article 13 (2) of the articles of association		**-**
At the disposal of the General Meeting of Shareholders in accordance with Article 13 (6) of the articles of association		**-**

Articles of association provisions regarding profit appropriation

The articles of association state the following with respect to profit appropriation:
Profit and loss
Article 13

1. Subject to the approval of the Supervisory Board, the Management Board is authorised to retain as much of the profit earned during the most recent financial year as it deems necessary.

2. The amount remaining after application of the above paragraph is, if possible, used to pay the percentage specified below of the amount paid on the cumulative preference shares.

If the profit referred to in the previous sentence is not sufficient to effect the payment on the cumulative preference shares B in full, the shortfall will be paid out of the reserves.

If the payment on the cumulative preference shares B can also not be paid out of the reserves and thereafter the profit is not sufficient to pay the stated percentage on the cumulative preference shares A, the provision in the first sentence of this article and the following provision in this article shall apply first after the shortfall has been made up.

The payment on the cumulative preference shares A is subject to the rate of four and a half per cent (4.5%) stated above.

Regarding the payment on the cumulative preference shares B, the percentage stated above is equal to the average deposit rate of the European Central Bank plus a premium or discount weighted according to the number of days over which the payment is made. The dividend is calculated on the paid-up portion of the nominal amount. The premium or discount shall not exceed four per cent, and will be set by the Management Board at the time of the first issue of a cumulative preference share, subject to the approval of the Supervisory Board.

3. If during the financial year for which the payment on cumulative preference shares referred to above occurs the amount paid on these cumulative preference shares has been reduced due to partial capital reduction or, for the cumulative preference shares B, has been increased in respect of a resolution for further payment, the payment will be reduced, or if possible increased by an amount equal to the percentage of the amount of the increase or decrease, calculated from the date of the decrease or the date on which the payment, which has become mandatory, is made.

4. If the profit for a financial year is adopted and one or more cumulative preference shares were cancelled during that year with repayment or were fully repaid, the persons who were holders of cumulative preference shares as shown in the register referred to in article 3 at the time of the cancellation or repayment shall have an inalienable right to distribution of profit as described below. The profit that may be distributed to the persons stated is equal to the amount of the payment to which they would have been entitled in accordance with the provisions of paragraph 1 if at the time the profit was adopted they would still have been the holders of the cumulative preference shares referred to above in proportion to the period that they were the holders of the cumulative preference shares in the financial year in question. With regard to an amendment of the provisions of this paragraph, the reservation referred to in Section 122 Book 2 of the Dutch Civil Code is made.

5. If cumulative preference shares are issued in the course of any financial year, the dividend on the cumulative preference shares for that financial year will be reduced pro rata until the date on which payment on these shares is made.

6. The profit remaining after application of the preceding paragraph shall be at the disposal of the general meeting of shareholders, either in full or in part for distribution to the holders of ordinary shares in proportion to their shareholdings or added to the reserves, provided in any case that a sum equal to five per cent (5%) of the nominal value of their shares is paid to the holders of ordinary shares out of this remaining profit, if possible.

7. The company may only make distributions to shareholders and other persons entitled to the distributable profit to the extent that its shareholders' equity is greater than the called and paid-up part of the capital plus the legally required reserves.