

1. Consideration

1.1 **Amount**

The Purchase Price £<<Amount in figure to the Stock Value [up to a maximum pounds)].

1.2 First Payments—o

Prior to the agreement pay on Completion:

- 1.2.1 The sum pounds) to on account

1.3 Second payment –

On the third Busin agreed or determin Schedule:

- 1.3.1 if the Initial pay to the any) of the payment of the from the E
- 1.3.2 if the Esc paragraph entire Esc 1.3.1) pay using the
- 1.3.3 the baland Escrow A is due, the

y the Buyer to the Seller(s) of s>> pounds) plus a sum equal 1 of Part 2 of this Schedule) es>> (<<Amount in words>>

e Stock Value, the Buyer shall

es>> (<<Amount in words>> ors (on behalf of the Seller(s)) "the Initial Sum"); and

es>> (<<Amount in words>> he Buyer's Solicitors and the placing into a joint deposit names of the Buyer's Solicitors "Escrow Account"), to be held erms and to be held and dealt

of Stock Value

on which the Stock Value is paragraph 2 of Part 2 of this

urchase Price, the Buyer shall a sum equal to the balance (if educting the Initial Sum, such ayment of an equivalent sum

o pay the balance due under shall (in addition to paying the in accordance with paragraph is to the Seller('s)(s') Solicitors aph 1.6.1; and

llowing any payment from the 1.3.1 (or, if no such payment um) shall be paid to the Buyer

on Accounts with ESCROW (Asset Sales

1

from the B 1.6.2.

e method set out in paragraph

The Escrow Accou 1.4

- 1.4.1 All interes paid to the they resp paragraph payment of Escrow Ad
- 1.4.2 The Selle solicitors from the B

Account shall accrue and be ver in the proportions in which to the Escrow Sum under d at the same time as any scrow Sum is made from the

procure that their respective which is required to be made provisions of paragraph 1.3.

1.5 Clawback from firs

- 1.5.1 If the am Stock Va paragraph to the exc the rate Account, that third
- 1.5.2 If the Selle paragraph calculated actual pay of <<Inse time to tim

paragraph 1.2.1 exceeds the Business Day referred to in pay to the Buyer a sum equal amount equal to the excess at been earned on the Escrow rom the Completion Date until

ayment of any sum due under est on the amount in question he due date until the date of udgment as before) at the rate ear above the base rate from

1.6 Method of Paymen

1.6.1 Unless oth the Buyer made by [Seller('s) discharge following a

Bank: <<

Branch: <

Sort Code

Account N

Account N

1.6.2 Any sum be made [Buyer's account:

yment required to be made by t to this paragraph 1 shall be ft in favour of the [Seller(s)] eipt thereof shall be sufficient Itelegraphic transfer to the

suant to this paragraph 1 shall draft in favour of the [Buyer] hic transfer to the following

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Bank: <<
Branch: <
Sort Code
Account N
Account N

S

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1. Interpretation

In this Schedule the following out opposite each respectively

"the Buyer's Accountants"

"the Completion Statement"

"Independent Accountant"

"the Seller('s)(s') Accountants"

"the Stock Value"

shall have the meanings set

ame>> of <<Insert firm's

agraph 2.3 of part 2 of this

untant agreed upon by or on er(s) and the Buyer or, if they ninated on the application at eller(s) or of the Buyer by the time being of the Institute of ntants in England and Wales such accountant, and, if ch President, in nominating be borne as he may direct);

ame>> of <<Insert firm's

ransfer Time of the Stocks, as ordance with this Schedule.

2. Calculation

2.1 [The Buyer shall ca days after the Com Buyer, the Buyer's Accountants shall be s

ake within <<Insert number>>
representative of each of the
eller(s) and the Seller('s)(s')
and the Buyer shall prepare

on Accounts with ESCROW (Asset Sales

within <<Insert nu comprising a baland up to the Transfer I the period from the paragraph 3 of part

- 2.2 The Seller(s) shall may reasonably req
- 2.3 The Buyer shall inst
 - 2.3.1 report on Completio Value ("th
 - 2.3.2 deliver th working p

within <<Insert n Accountants of the

- 2.4 If such queries and within << Insert no Completion Statem reflected in any ar delivery to the Buy shall be open to the Accountant to determ the absence of man
- 2.5 If the Seller('s)(s') A respect of the Co following delivery Statement, then the the parties, and the Statement.
- 2.6 In stating, agreeing the Buyer's Accounthe Independent Ac
- 2.7 The Buyer and the S
 to the Buyer's A
 Independent Accounthem may reasonal
 Seller('s)(s') Accounthe report referred
 enable the Independent
- 2.8 The Seller(s) shall Accountants in con part 2 of this Sched
- 3. Accounting princi

Completion Date accounts state of affairs of the Business s account for the Business for insfer Time in accordance with Completion Accounts").

and assistance as the Buyer f the Completion Accounts.

ants to:

hts and on the basis of the dated statement of the Stock); and

it and provide access to all Accountants;

ng delivery to the Buyer's

eller('s)(s') Accountants raise g delivery to them of the with to their satisfaction and ert number>> days following n queries and observations, it is to request an Independent and his determination shall, in nding on the parties.

any queries or observations in hin <<Insert number>> days they agree the Completion shall be final and binding on as set out in the Completion

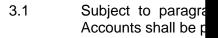
ase may be) the Stock Value, ccountants and, if applicable, erts and not as arbitrators.

rovide or cause to be provided 's)(s') Accountants and the id assistance as they or any of Buyer's Accountants and the letion Statement (and to make part 2 of this Schedule) or to nine the Stock Value.

g the costs of their respective referred to in paragraph 2 of

es

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3.1.1 generall methods

3.1.2 to the e the note and ba

Account

[3.2 The following spec Completion Account

<<Insert any detaile

3.3 The following Asse this Transaction:

Goodwill

Contracts

Books and Records

The rights referred Clause [2.7] **OR** [2

is Schedule, the Completion with:

gdom accounting principles,

in the Disclosure Letter or in ccounting principles, methods in the preparation of the

ly to the preparation of the

ng values for the purposes of

mount in figures>>

mount in figures>>



