

THIS AGREEMENT is made on

- (1) <<Name of Seller>> LI <<Insert company num address>> ("the Seller")
- (2) <<Name of Buyer>> L <<Insert company num address>> ("the Buyer")

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Agreement:

1.1 The following words a

"the Accounts"

"the Accounts Date"

"the Act"

"Business Day"

"the Buyer's

Solicitors"

"the Company"

"Completion"

"Completion Date"

<<Date>> between:

/ registered in England under number I office is at <<Insert registered office

/ registered in England under number I office is at <<Insert registered office

e the meanings set out below:

accounts of the Company and of each sidiaries comprising (in each case) an lance sheet as at the Accounts Date ted profit and loss account for the eriod ended on the Accounts Date;

d consolidated accounts of the Group an audited consolidated balance at the Accounts Date and an audited d profit and loss account for the griod ended on the Accounts Date:1

ase) with the reports of the directors cash flow statements and all notes ounts;

)ate>>;

2006.

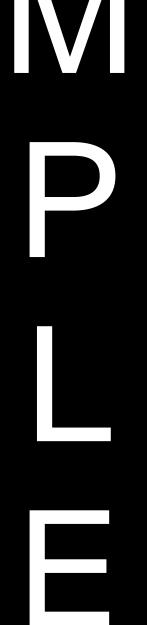
Saturday) on which clearing banks are king business in London;

Buyer's Solicitors>> or any successor

iny being acquired>> Limited/PLC (of e given in part 1 of schedule 1);

sale and purchase of the Shares in terms of this Agreement;

ement;



"Confidential Information"

"the Disclosure Letter"

"the Disclosed Schemes"

"Encumbrance"

"GPP"

"the Group"

"Intellectual Property"

"Intellectual Property Rights"

"Intellectual Property Agreements"

"Life Assurance Scheme"

["the Management

fidential commercial, financial and h, know-how, trade secrets, inventions, and other information whatsoever and medium and whether disclosed orally er with all reproductions in whatsoever any part or parts of it;

seller's Solicitors to the Buyer with the greement;

e Assurance Scheme, the Pension rsonal Pension Scheme(s) and the

y of any person (including any right to ight of pre-emption) or any mortgage, , assignment, hypothecation, security, on or any other security agreement or

ersonal pension plan underwritten by

registered s and rights to apply for any of those hess and company names, internet e-mail addresses, unregistered trade marks, copyrights, database rights,

ences, consents, orders, statutes or

ne or similar effect or nature as or to (a) and (b) which now or in the future

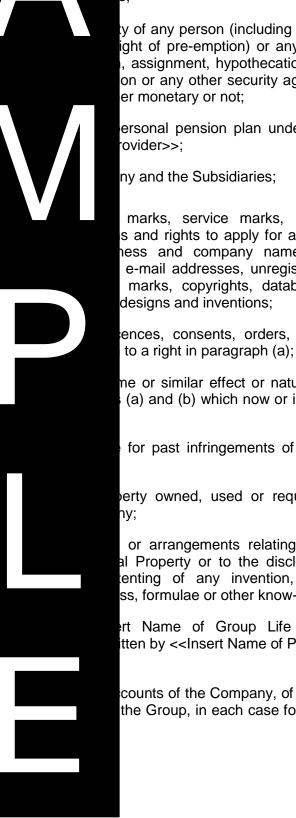
for past infringements of any of the

erty owned, used or required to be

or arrangements relating (wholly or al Property or to the disclosure, use, enting of any invention, discovery, ss, formulae or other know-how;

rt Name of Group Life Assurance tten by <<Insert Name of Provider>>;

counts of the Company, of each of the the Group, in each case for the period



Accounts"

"Member of the Seller's Group"

"Notice"

"Pension Scheme(s)"

"Personal Pension Scheme(s)"

"the Property"

"Release"

"Relevant Business"

"Restricted Area"

"the Seller's Group"

"the Seller's Solicitors"

"the Shares"

"Stakeholder Scheme"

"the Subsidiaries"

["the Tax Covenant"

["Tax"

["the Tax Warranties"

S

Date to <<Date>> copies of which are losure Letter;]

the Seller's Group from time to time;

tice, demand, consent or other

ame of scheme(s) (to be used for n schemes)>>;

scription of each scheme (to be used n schemes excluding group personal

, brief particulars of which are in h of them and each and every part of

ver or compromise or any other y kind having similar or analogous

s which consists of or includes to a pecify nature of business>>;

eographical area>>;

r and any company (including any the meaning of section 1161 of the (within the meaning of section 474(1) n the Company and the Subsidiaries;

eller's Solicitors>> or a successor firm;

capital of the Company;

der pension scheme designated by the nderwritten by <<Insert Name of

ed in part 2 of schedule 1 (each a

e part of the Seller set out in schedule

ule 3;]

et out schedule 3;]



"the Warranties"

S

out in schedule 4 [and the Tax word "Warranty" followed by a number be a reference to the paragraph of number;

- 1.2 Unless the context of otherwise defined in Agreement, but "com corporate", as in each
- 1.3 A reference to a particular reference to it as it is amendment or re-er subordinate legislation the time being in force extended obligation, li of, any party.
- 1.4 The schedules form page 1.4
- 1.5 A reference to any ge to a "person" includes or not having separate
- 1.6 The singular includes
- 1.7 A document referred t document signed or in
- 1.8 A person shall be dee with such other within 1988.
- 1.9 References to "indem include indemnifying losses, claims, deman or incur in connection"
- 1.10 The headings are inse or interpretation of this
- 1.11 The Buyer enters in enforcement of any Subsidiaries, as truste

2. AGREEMENT FOR S

2.1 On the terms of this a effect from Complet Encumbrance and tog them including, in padeclared, made or paid

es, words and expressions which are same meaning when used in this include both "company" and "body

rovision or subordinate legislation is a his Agreement, taking account of any any statute, statutory provision or enacts and subordinate legislation for that it would not impose any new or otherwise adversely affect the rights

ner and neuter gender and a reference orate or unincorporated body (whether

ed Terms" shall be in the form of that y or on behalf of the parties.

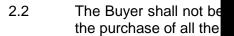
ith another if that person is connected 39 of Income & Corporation Taxes Act

any person against any circumstance inified from and against all liabilities, enses and interest which he may suffer circumstance.

ly and shall not affect the construction

far as may be necessary for the fit of the Company or any of the Company concerned.

hall sell and the Buyer shall buy, with full title guarantee, free from any attach (or may in the future attach) to ceive all dividends and distributions his Agreement.



2.3 The Seller hereby wait Shares.

3. CONSIDERATION

The purchase price price

4. COMPLETION

- 4.1 Completion shall take such other location agi
- 4.2 On Completion the Se
- 4.3 On Completion, and o under clause 4.2, the E
 - 4.3.1 make the pa clause 3; an
 - 4.3.2 acknowledge
- 4.4 If any of the preceding Completion Date, ther pursuant to the terms rescind this Agreemen

5. WARRANTIES [AND

- 5.1 The Seller warrants to all respects and not mi
- 5.2 [The Seller undertakes
- 5.3 Any Warranty qualified belief" or "so far as the include knowledge, in would have had if it had information and belief enquiry or of whom it is
- 5.4 The rights and remed Covenant] shall not be
- 5.5 Each Warranty is a reference to or inference

purchase of any of the Shares unless ultaneously.

r the Shares shall be as set out in

ts it may have in relation to any of the

n Date at <<Specify location>> or at

ons set out at schedule 6.

Seller has complied with its obligations

ade on Completion in accordance with

e Letter.

use 4 are not complied with on the ny and all rights of action it may have therwise) the party not in default may e other.

the Warranties is true and accurate in is Agreement.

ms of the Tax Covenant.]

he best of the Seller's knowledge and similar expression shall be deemed to ch the Seller has or which the Seller enquiries and includes the knowledge, it would be reasonable to make such has been made.

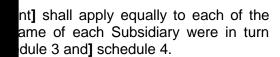
pect of the Warranties [and the Tax or by any act or omission of the Buyer.

shall not be limited or restricted by nty.

- 5.6 Each of the Warrantie Subsidiaries and shal substituted for "the Co
- 5.7 The Seller shall inden legal costs on a full in or after the instigation proceedings for breach which judgment is give
- 5.8 Any payment by the Covenant] shall consideration for the S
- 5.9 The Buyer shall as so claim made against it Warranty [(other than not affect the rights of
- 5.10 The Seller shall notificircumstance which co

6. LIMITATIONS ON CL

- 6.1 No claim in respect of paragraph 1 of schedu in any case of fraud, been given by or on be
 - 6.1.1 in respect of Warranties], years>> yea
 - 6.1.2 pursuant to warranties, of the account anniversary
- 6.2 Except in any case of t
 - 6.2.1 the Seller's Warranties (in paragraph together sha clause 3;
 - 6.2.2 the Seller sh the Warranti
 - 6.2.2.1 equ wor
 - 6.2.2.2 wou Sell pou



any costs (including without limitation nses which it may incur, either before dings, in connection with any legal s [or pursuant to the Tax Covenant] in forcement of any such judgment.

of the Warranties [or under the Tax a repayment of and reduction in the

able notify the Seller in writing of any nay give rise to a claim for breach of out any failure to give such notice shall

ly it becomes aware of any fact or postitute a breach of the Warranties.

Warranties (other than the Warranty in Tax Covenant] shall be made (except disclosure) unless notice thereof has

the Warranties [other than the Tax the period of <<Number, usually 3

espect of any breach of any of the Tax period of six months following the end of the Company in which the seventh

Il non-disclosure:

r claim by the Buyer under any of the ect of any breaches of the Warranties the Tax Covenant]) when aggregated deration received by the Seller under

spect of any claim by the Buyer under

amount in figures>> (<<'X' amount in

ith all other such claims against the figures>> (<<'X' amount in words>> exceed, £<<'Y' amount in figures>>

(<< amd 6.2. and for the purposes matter shall be treated The Seller shall not if this Agreement, make

pounds) in which case the whole nount by which the limit in this clause erable by the Buyer;

> aims arising out of the same subjecter than as individual claims.

> nst it by the Buyer under the terms of ompany or any of the Subsidiaries or or of any of the Subsidiaries on which ng to any term of this Agreement or

> breach of the Warranties if and to the ave been recovered under the Tax

> 1980 in respect of any claims made to seven years after the Completion

Member of the Seller's Group shall, be kept secret and confidential all mpany or its business or is used in its any person any such Confidential

shall not extend to any matter which is vise than by reason of a breach of the or which the Seller receives from a r which the Seller is required by law or

any director or any em or on whom it may h authorising any statem

6.3

6.4 The Seller shall not be extent that the losses Covenant (and vice ve

6.5 The Seller shall not under the Tax Warran Date.]

7. **CONFIDENTIAL INFO**

7.1 The Seller shall, and following Completion, Confidential Informatio business and shall r Information.

7.2 The obligations of con in or becomes part of obligations of confider third party independent regulatory authority to

NON-COMPETITION 8.

8.1 The Seller covenants of the Seller's Group fi in conjunction with, or

> 8.1.1 at any time beginning w who has be preceding th Subsidiaries

> 8.1.2 at any time beginning wi any person period of 12 of the Comp

not, and will procure that no Member ctly or indirectly and whether alone or assistance to, any other person:

Insert number of months>> months any person who is at Completion, or he period of 12 months immediately tomer of the Company or any of the

Insert number of months months solicit or otherwise seek the custom of who has been at any time during the ceding that date, a client or customer aries; or

8.1.3 at any time beginning wi of the Subside who had su Subsidiaries Completion, supplier to c and/or servid

8.1.4 at any time beginning wi of the Subsi a consultand months prior the Subsidia possession customer re Subsidiaries

8.1.5 at any time beginning wi 5% in nomi shares are li of the Finance interested wi

8.2 The Seller undertakes Seller's Group shall, at business any trade or mail address used by reasonable opinion of design or logo or e-ma

8.3 Each of the undertakin

> 8.3.1 considered b

> 8.3.2 a separate u behalf of itse separately a restrictions in

> 8.3.3 given for th business ar consideration terms of this

Accordingly, if any res part of it were deleted shall apply with such enforceable.

8.4 Nothing in the underta any action in respect o as a result of any brea the Subsidiaries and the Insert number of months>> months entice away from the Company or any e Company or any of the Subsidiaries vices to the Company or any of the e 12 months immediately preceding icement causes or would cause such ially reduce its supply of, those goods y of the Subsidiaries; or

<Insert number of months>> months entice away from the Company or any ectly or indirectly) offer employment or or at any time during the period of 12 employee of the Company or any of sonable opinion of the Buyer) to be in on relating to, or able to influence the ns of, the Company or any of the

Insert number of months>> months the holder for investment of less than share capital of a company whose estment exchange (within the meaning Act 2000) be engaged, concerned or n any Relevant Business; or

shall procure that no Member of the on, use in connection with any trade or or domain name, design or logo or eof the Subsidiaries which is, in the nfusion with such words, mark, name,

nable:

and is enforceable by the Buyer (on of the Company and the Subsidiaries) ght to enforce any one or more of the

to the Buyer the full benefit of the npany and the Subsidiaries and in e Buyer to acquire the Shares on the

enforceable, but would be valid if any of application reduced, the restriction be necessary to make it valid and

.1 and 8.2 shall be deemed to prohibit any business in which (otherwise than ertakings by the Seller) the Company, r subsidiary of the Buyer have ceased



to be involved prior to clause 8.4 give rise to

a claim, or which would but for this

9. [GUARANTEES

The Buyer undertakes (short of actual payme person other than the of the Seller and any from liability under an Member of the Seller respect of monies bor of the Subsidiaries an Group against any sugare:

<<Specify details of gu

10. INDEMNITIES

The Seller shall inde Subsidiaries] against a or incurred by the Com

- 10.1 any breach, whether to contained or implied in the Subsidiaries before
- 10.2 any defect or alleged o of the Subsidiaries price
- 10.3 any industrial or othe former employee of the to any period ending or
- 10.4 any VAT chargeable a
- 10.5 [<<Specify other issue
- 10.6 save, (in the circumst recovery is made by th of insurance.

11. PUBLICITY

- 11.1 The parties shall forth announcement and] a customers and supplie
- 11.2 Each of the parties sha keep the contents of

npletion to use reasonable endeavours e substitution of the guarantee of any ithin the Group) to procure the release Group at the date of this Agreement uarantees given by the Seller or any f this Agreement and listed below in ndertaken by the Company and/or any and any such Member of the Seller's empletion. The guarantees in question

or the Company] [and each of the each of the rasum equal to all liabilities suffered connection with:-

n, of any covenant or any other term ssigned by the Company or by any of party;

ced or sold by the Company or by any

injury suffered by any employee or Subsidiaries in respect of or in relation or

Seller's Group[; or]

nce>>.1

es 10.2 and 10.3) to the extent that ubsidiary concerned under any policy

hake or procure to be made [a press nployees of the Company and to the Agreed Terms.

Completion, but subject to clause 11.1, private and confidential and shall not



without the prior writter or make any other an except to the extent reentitled to make refere future annual reports a sclose any or all of them to any person the transactions hereby agreed upon that the Buyer and the Seller shall be hereby agreed upon in their respective

12. PENSION SCHEME

Schedule 5 shall apply

Scheme.

13. THIRD PARTY RIGHT

- 13.1 For the avoidance of number of clause givin Subsidiaries>>], nothin enforce any provisions
- 13.2 Notwithstanding that all party this Agreement rescinded or terminate approval of any third party that all party that all

xpressly provided in clause <<Insert such as Clause 10 if it applies to the II confer on any third party the right to

ment may be enforceable by any third ay be amended, waived, modified, s Agreement without the consent or

14. ASSIGNMENT

- 14.1 Except as provided ot Encumbrance or secur document referred to ir
- 14.2 Each party that has rig
- 14.3 The Buyer may assign this Agreement) to a v wholly owned subsidia company of which it is to the Seller on the sar
- 14.4 If there is an assignme
- 14.4.1 the Seller may dischar receives notice of the a
- 14.4.2 the assignee may enfo remain liable for any of

nt, no party may assign, or grant any ts rights under this Agreement or any

t is acting on its own behalf.

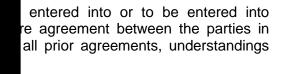
ement (or any document referred to in or a holding company of which it is a wned subsidiary of the same holding providing that any assignee is bound is to this Agreement.

this Agreement to the assignor until it

t were a party to it, but the Buyer shall ement.

15. WHOLE AGREEMENT

This Agreement toget pursuant to its provisi relation to its subject





and discussions between fraud or fraudulent mis **VARIATION AND WAI** Any variation of this A parties. Any waiver of any righ applies only to the par for which it is given at subsequently relying or A party that waives a r against that party, does No failure to exercise Agreement or by law c future exercise in whole No single or partial e preclude or restrict the Unless specifically pr cumulative and do not PROVISIONS SURVIV Insofar as the provis Completion, they shall **FURTHER ASSURAN** The Seller shall (at its documents, and do all require for the purpose COUNTERPARTS This Agreement may b original and which too same document.

the extent that they arise out of the ty.

ing and signed by or on behalf of the

s only effective if it is in writing and it addressed and to the circumstances party who has given the waiver from ved.

rty, or takes or fails to take any action lation to any other party.

y right or remedy provided under this th right or remedy or shall prevent any

remedy under this Agreement shall uch right or remedy.

s arising under this Agreement are y law.

shall not have been performed at ffect notwithstanding Completion.

romptly execute and deliver all such yer may from time to time reasonably provisions of this Agreement.

er of counterparts, each of which is an fect as if each party had signed the

d, pay its own costs of and incidental cept that, if the Buyer shall lawfully

Same uc

COSTS

16.

16.1

16.2

16.3

16.4

16.5

16.6

17.

18.

19.

20.

Each party shall, exce to this Agreement an

exercise any right he indemnify the Buyer ag this Agreement and its

nd this Agreement, the Seller shall costs incurred by it in connection with

21. SEVERANCE

The provisions of this A at any time any of such validity, legality or enfimpaired thereby.

and distinct from one another, and, if es invalid, illegal or unenforceable, the shall not in any way be affected or

22. NOTICES

- 22.1 Any Notice relating to by pre-paid first class served given herein or
- 22.2 Any such Notice shall, despatch and, if delive been served at the time

If, however, in the case expire on, or if, in the case transmission occurs or Business Day, then se Day.

22.3 In proving service it she was properly stamped transmission by electro report showing that transmil delivery receipt.

in writing delivered personally or sent as to the address of the party to be ay be notified for this purpose.

ed to have been served 24 hours after electronic means, be deemed to have mission.

riod of 24 hours after despatch would or electronic means, such delivery or Business Day or after 4.00 p.m. on a occur on the next following Business

in the case of a letter, that such letter in the post and, in the case of a afficient to produce a fax transmission ully made to the correct number or an

23. PROPER LAW AND J

This Agreement and a subject matter (include therefrom or associate Wales and subject to the

SIGNED by or on behalf of the pa

rising out of or in connection with its al matters and obligations arising overned by the laws of England and f the English courts.

st before written



S

Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share ca

<<Nominal

shares>> <

value of ea

Directors: << >> << >>

Secretary: << >>

Auditors: << >>

Registered office: << >>

Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share ca

<<Nominal shares>> <

value of ea

Directors: << >> << >>

Secretary: << >>

Auditors: << >>

Registered office: << >>

A

f issued shares>> ordinary shares of each [and <<Number of other type of g. preference>> shares of <<Nominal each]

es

f issued shares>> ordinary shares of each [and <<Number of other class of g. preference>> shares of <<Nominal each]



<<Insert details of Property>>

<<Insert details of Tax Covenant

S

1. THE COMPANY AND

- 1.1 The Seller has full property Agreement, which converted with its terms.
- 1.2 The Seller is the bene them to the Buyer or a rights now or hereafter
- 1.3 No indebtedness is o liabilities (actual or continuous between the Company the Company or any of who is an associate of

2. THE COMPANY'S SC ADMINISTRATIVE AF

- 2.1 The particulars of the accurate and its issued
- 2.2 The Company is the Encumbrance of the w
- 2.3 No person has the right not contingent) to call capital of the Compar limitation conversion right.

3. STATUTORY AND OT

- 3.1 All registers, account Company are in the precords of all matters allegation that any of the Company or the Se
- 3.2 The Company's accou
- 3.3 All returns and other Companies, or with a duly filed and were cor

d perform the provisions of this ment on the Seller in accordance

es and has the right to dispose of Encumbrance and together with all

re no contracts, arrangements or whole or in part to be performed e Seller's Group or any director of the Seller's Group or any person them.

RS AND CONSTITUTIONAL AND

chedule 1 are true, complete and

ctly or indirectly) free from any capital of each of the Subsidiaries.

ow or in the future and whether or or transfer of any share or loan other agreement (including without ption).

ORDS

ancial and other records of the any and contain true and accurate entered therein and no notice or be rectified has been received by

n the requirements of the Act.

o be filed with the Registrar of spect of the Company have been

4. INSURANCES

- 4.1 The Company maintainsurance cover againsulation liability, accident, damof profit and other risk been covered for their
- 4.2 The Disclosure Letter: or on behalf of the Cor
- 4.3 There are no material any of those policies a likely to give rise to an
- 4.4 All the insurance police nothing has been do voidable and Completi such policy.

5. COMPLIANCE WITH

- 5.1 The Company has co all applicable laws ar Company nor any of it to do, any act or th proceedings or other li
- 5.2 The Company has no court or governmental

6. LICENCES

- 6.1 The Company has ob statutory or regulatory business effectively in
- 6.2 All such licences, const the Seller knows of no or revoked or not rene

7. LITIGATION

- 7.1 The Company is not e any litigation or other p
- 7.2 So far as the Seller is
 - 7.2.1 no litigation against the 0

times has maintained, adequate professional negligence, product ss (including product liability), loss all Assets and the Property have

policies of insurance maintained by full force and effect.

er, or in respect of the validity of, aware, there are no circumstances e policies.

d effect, are not void or voidable, could make any of them void or entitle any insurer to terminate, any

ng its business in accordance with levant jurisdiction and neither the loyees have committed, or omitted rise to any fine, penalty, default company.

ertaking or assurance given to any rce.

ents, permits and authorities of a pedient to enable it to carry on its now carried on.

rities are valid and subsisting, and n should be suspended, cancelled

vith any customer or supplier or in

are pending or threatened by or

give rise to any litigation or other

8. INSOLVENCY

7.2.2

- 8.1 The Company is not in Insolvency Act 1986 o concerned; and has no
- 8.2 No step has been take
 - 8.2.1 the ability of their debts is

there are no

proceedings

- 8.2.2 some or all of pursuance of owing to their dissolution of
- 8.2.3 a person is a Company on
- 8.2.4 the holder of control the b
- 8.3 In relation to the Comp
 - 8.3.1 no administra
 - 8.3.2 no documen administrato
 - 8.3.3 no notice of relevant com (as defined i
- 8.4 No process has been and its assets being d other contributors.
- 8.5 No distress, execution Company.

9. POLLUTION OF THE

- 9.1 [No hazardous substa Company on the Prop licences, consents, pe otherwise handle or dis handled or disposed or
- 9.2 There has been no po has no responsibility of

its debts within the meaning of the gislation applicable to the company ts as they fall due.

by or under which:

pany to take any action to enforce prevented; or

mpany accept, by Agreement or in unt less than the respective sums sums with a view to preventing the

affairs, business and assets of the creditors; or

ompany's assets is appointed to Company.

he court for the appointment of an

dministrator has been given by the a qualifying floating charge holder ule B1 to the Insolvency Act 1986).

d to the Company being dissolved mpany's creditors, shareholders or

been levied on an asset of the

stored or otherwise handled by the Company has at all times held all essary to enable it to use, store or substances used, stored, otherwise perty or elsewhere.]

nt by the Company, the Company on of the environment by any third party and there has be rise to any pollution of

For the purpose of environment" and "pro Environmental Protecti

by the Company which could give

ne expressions "pollution of the ne meanings as in section 1 of the

10. THE ACCOUNTS

10.1 The Accounts:

- 10.1.1 have been p all other ap generally ac
- 10.1.2 have been pare consisted accounts of the Group is partly within
- 10.1.3 show a true the Group]
 Company [a date.

10.2 The Accounts:

- 10.2.1 make prope debts, for o contingent li
- 10.2.2 do not overs
- 10.2.3 do not unde
- 10.3 The Accounts are not a factor that would make unusual or misleading

10.4 [Since the Accounts Da

- 10.4.1 the Compar course and manner ther
- 10.4.2 the Compan liability, mad was not in the
- 10.4.3 there has be the Compan
- 10.5 [The Management Ad principles, policies and

ith the requirements of the Act and gulations and in accordance with ces;

rinciples and using methods which the preparation of the audited audited consolidated accounts for ccounting period falling wholly or nded on the Accounts Date; and

of affairs of the Company [and of e and of the profit or loss of the accounting period ended on that

or reserve for all bad and doubtful ssets and for liabilities (including ng deferred Tax);

or fixed assets; and

her actual or contingent).

or non-recurring items or any other nd results shown by the Accounts

usiness in the ordinary and usual or alteration in the nature, scope or

sposed of any asset, assumed any ed into any other transaction which business and for full value; and

e financial position or prospects of

ared using the same accounting ccounts (consistently applied) and

fairly reflect the trading

to which they relate.]

y as at the date and for the period

11. FINANCE OF THE CO

11.1 Full and accurate de outstanding or availab (and true and complet the Disclosure Letter), whereby the continuar affected or prejudiced.

11.2 A statement of all the balances on such accd this Agreement and a and records of the Cor Disclosure Letter and such statement is dra instructions given for a such accounts, except course of business.

loans or other financial facilities contained in the Disclosure Letter ts relating thereto are attached to r the Company has done anything s in full force and effect might be

ompany and of the credit or debit re than two days before the date of dit or debit balances to the books his Agreement are attached to the accurate. Since the date to which en no payments out of, and no d no cheques drawn against, any of current account in the ordinary

12. THE ASSETS OF THE

- 12.1 The Company owns fre
- 12.2 The Company has pos
- 12.3 The amounts due fron business and in any following the date of the counterclaim or set-off.

e all assets used by it.

le in full in the ordinary course of Number of days e.g. 90>> days e of these debts is subject to any

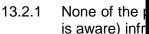
13. INTELLECTUAL PRO

- 13.1 The Company:
 - 13.1.1 is the sole ar the registere which is valid
 - 13.1.2 has not ente any listed in use of or to Intellectual P
- 13.2 The Company owns unregistered) in the registrations or applica

(where it is capable of registration) lectual Property used by it, all of ect;

Property Agreements other than uthorised any person to make any d or might otherwise infringe any

gn right (whether registered or cts and is the proprietor of any designs.



13.2.2 None of the or have bee person.

is aware) infr

the Company (so far as the Seller perty of any other person.

ts are being used by, or are being posed or attacked by any other

14. **PLANT**

Each item of the plai equipment used in con and condition (subject

all vehicles and office and other of the Company is in good repair in satisfactory working order.

15. COMPUTER SYSTEM

15.1 The Hardware has be benefit of an appropr capable of being termir

15.2 Where any of the recor is the owner of all hard copy, maintain and us share any hardware or

15.3 In this paragraph 15:-

> 15.3.1 "Hardware" r of the Compa

> 15.3.2 "Software" microprocess irrespective d

ined and supported and has the support agreement which is not less than 12 months' notice.

stored electronically, the Company es necessary to enable it to keep, urse of its business and does not ecords with any person.

ipment used by or for the benefit ding all Software;

instructions for execution nefit of the Company at any time, r medium.

16. THE CONTRACTS OF

The Company is not 16.1 obligation, commitment

> 16.1.1 involves or revenue of a

> 16.1.2 is in any wa business of

16.2 There is not outstandin been outstanding, any Member of the Seller's to, nor has its profit or by, any such agreeme which is not entirely of

to any agreement, transaction, ment or liability which:

ations, restrictions, expenditure or ous or exceptional nature; or

ordinary and proper course of the 's length terms.

ny time during the last three years ent between the Company and any ne and the Company is not a party during such period been affected other agreement or arrangement 16.3 The Seller is not away customers of or supply volume of their purchas comparison with the valuring the period of Agreement.

17. EMPLOYMENT

- 17.1 There is no employme and any of its director annexed to the Compa
- 17.2 There is no employmer which cannot be term without giving rise to a redundancy payment o
- 17.3 The Disclosure Letter of period of continuous each employee of the each such employee.
- 17.4 The Company is not ob rate of remuneration of
- 17.5 Except as disclosed in
 - 17.5.1 incurred a lia including, wi and compen comply with employee;
 - 17.5.2 incurred a lia
- 17.6 The Company has com and award made und collective agreement, o its employees or a trad
- 17.7 Within the year ending notice of redundancies with appropriate represand Labour Relations obligations under Chap
- 17.8 The Company has no and Consultation of Emrecognise a trade urepresenting any of its or request nor are ther or arrangement).

ndicate that any of the existing re likely materially to reduce the o, the Company in the future by rom, or supplies to, the Company months prior to the date of this

ngagement between the Company r than those copies of which are

ompany and any of its employees by three months' notice or less mpensation (other than a statutory for unfair dismissal).

ame, date of start of employment, other benefits, grade and age of of the contract of employment of

s it made provision to increase the r employee.

any has not:

ination of an employment contract dancy payment, protective award ssal, unfair dismissal and failure to atement or re-engagement of an

nation of a consultancy agreement;

n imposed on it by, and each order code of conduct and practice, ant to the relations between it and apployment of its employees.

ement the Company has not given y of State or started consultations r II of Part IV of the Trade Union 992 or failed to comply with its

nt (whether under the Information 04 or otherwise) with and does not taff association or other body pany has not received any notice may lead to any such agreement 17.9

The Company does no share option, profit sh directors, other officers

ing to introduce a share incentive, incentive scheme for any of its

18. **PENSIONS**

- 18.1 The Disclosed Scheme has or could have any defined in Chapter 2 of
- 18.2 The Seller has supplied to date details of ea obligations and liabilitie

<<Insert any additional

- 18.3 In determining the dai paragraph 18, it shall b
 - 18.3.1 the Compan benefits unde the basis that Schemes is d
 - 18.3.2 the Company (including wit proposing to provided or amendment paragraph wh

19. MATERIAL DISCLOSU

- 19.1 All information contain accurate.
- 19.2 No person is entitled Company any finder's acquisition or disposal
- 19.3 The sale of the Share agreement or arrangen to lose the benefit of ar to terminate any contra
- 19.4 The replies to the Lega of the Buyer were wher

ments under which the Company ribute towards relevant benefits as (Earnings & Pensions) Act 2003.

s containing full, accurate and up chemes and of the Company's

eflect the factual position>>

breach of any Warranty in this

atever payments to provide the (as defined in that paragraph) on discontinue any of the Disclosed

to continue to provide any benefit which it now provides or is now at which each respectively is now vided and to maintain without of a kind referred to in that

the Disclosure letter is true and

ontingently, to receive from the commission in connection with the

bt by virtue of the terms of any ny is a party cause the Company sently enjoys or entitle any person he Company.

dated <<Date>> raised on behalf omplete and accurate.

20. PROPERTY

20.1 The Particulars of the F Company has good ar possession of the Prope specific or floating, leg lease, sub-lease, ten stipulation, profit a p easement or any agree third party.

20.2 There are appurtenant use and enjoyment.

20.3 The Company has in it and documents which a

20.4 There are no restrictive restrictions, agreements Property for the purpose such use is the permit Planning Acts 1971 to statutory instruments are the requirements of a covenants imposed by have been observed are under section 52 of the Town and Country Pla (Miscellaneous Provisio

20.5 All replies by or on beh by or on behalf of the accurate and correct.

20.6 The Company has no e previously occupied by for the obligations of a leasehold premises as Company has not at an that any claim has been contingent liabilities.

ale 2 are true and correct and the nd the exclusive occupation and ge, debenture or charge (whether arge, lien or other encumbrance, upation, reservation, covenant, t, restriction, easement, quasie or any privilege in favour of any

and easements necessary for its

s control all duly stamped deeds e to the Property.

s, legislation, or orders, charges, ters which preclude the use of the ne Property is now used and each isions of the Town and Country ry re-enactment thereof and all eunder and is in accordance with all restrictions, conditions and Town and Country Planning Acts reements have been entered into ning Act 1971, section 106 of the ion 33 of the Local Government of the Property.

ries relating to the Property made iven and are now true complete

ilities in respect of any properties r held any interest (or as a surety ation to such property) including otherwise disposed of and the cation whatsoever from any party in respect of any such existing or



ements>>

<<Insert any operative provisions

Seller

On Completion the Seller shall:

- 1.1 deliver to the Buyer:
 - 1.1.1 transfers of the Buyer together any power of a executed:
 - 1.1.2 certificates in r Subsidiaries ar nominee in favo
 - 1.1.3 all the statutory and each of the registration and common seals
 - 1.1.4 letters of resigning as di Subsidiaries pu
 - 1.1.5 [a certificate in of the Compan
 - 1.1.6 [the title deeds
 - 1.1.7 [the resignatio appointment in [and the appointment in [the Pension Setting Pension Set
 - 1.1.8 all credit and close of the Subsidia Company and under the contract.
 - 1.1.9 the Disclosure

1.2 procure:

- 1.2.1 the transaction minutes of the Terms;
- 1.2.2 such persons additional direction
- 1.2.3 upon such ap

d holders thereof in favour of the certificates and certified copies of of such transfers may have been

res in the capital of each of the rs of all such shares held by any le Buyer shall direct;

ritten up to date) of the Company ir certificates of incorporation or ration on change of name and

Ferms executed by the persons of the Company and each of the 3 of this schedule 6;

he Seller's Solicitors as to the title the Property;]

the [Pension Scheme] and the sons as the Buyer shall nominate s principal employer in respect of

iccount of the Company and each rs and documents relating to the which are in the possession of or ector of the Company; and

eferred to in the completion board f the Subsidiaries in the Agreed

inate to be validly appointed as the Subsidiaries;

ion of the directors [other than

<<Insert Name Subsidiaries bo

- 1.2.4 the written res Company and e that they have for any fees or period up to Co the Act;
- 1.2.5 [the release in from all banking guarantees, sure Company and of the Seller's for more of the Company and control of the Seller's for more of the Company and control of the Seller's for more of the Company and control of the Seller's for more of the Company and control of the Seller's for more of the Company and control of the Seller's for more of the Company and control of the Seller's formal and control of the Seller's forma
- 1.2.6 the release [in Company and otherwise) and Subsidiaries in Group or of any
- 1.2.7 the repayment or set-off of an Subsidiaries by directors of the an associate of
- 1.2.8 the release [in Company and t Group and any them, incorpor agreement or a future;
- 1.2.9 [that the Comp <<Insert Nam [consultancy] a
- 1.2.10 that each of the meeting on she association in the meeting on the meeting on the meeting on the meeting of the meeting

of the Company and each of the flices and as employees;

I Terms] of the auditors of the incorporating an acknowledgment mpany or any of the Subsidiaries billed or unbilled, in respect of the nent referred to in section 519 of

e Company and the Subsidiaries ie Seller's Group, including all given by any one or more of the ect of the obligations of Members and authorities given by any one iaries in respect thereof);

all Encumbrances given by the ries (whether to its bankers or by the Company and each of the ons of Members of the Seller's

Buyer directs) without deduction the Company and to each of the iber of the Seller's Group, the bsidiaries and any person who is them:

any and all claims against the eller, each Member of the Seller's ciate of or connected with any of ent by each that there is no any such claim might arise in the

of company/firm/individual>> [and ividual>>] enter into [service] d Terms; and]

Subsidiaries convenes a general meetings, adopts new articles of

S

- 1.1 The purchase price pay £<<Amount in figures>> cash on Completion.
- 1.2 The sum payable to the signal banker's draft in favour shall be sufficient dischar account:

Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>

he Shares shall be the sum of pounds), which shall be paid in

aph 1.1 shall be paid by way of a Solicitors (whose receipt thereof legraphic transfer to the following



Signed by <<Name>>for and on behalf of <<Name of Company LIMITED/PLC

Signed by <<Name>>for and on behalf of <<Name of Buyer>> LIMITED/PLC

