

DATE <<Date>>

(1) <<Name of Buyer>> LIMITED/PLC

(2) <<Name of Buyer>> LIMITED/PLC

SHARE SALE AGREEMENT

<<Name of Buyer>> LIMITED/PLC

THIS AGREEMENT is made on

<Date>> between:

(1) <<Name of Seller>> **LIMITED**
<<Insert company number>>
<<Insert registered office address>> ("the Seller");

registered in England under number
office is at <<Insert registered office address>>

(2) <<Name of Buyer>> **LIMITED**
<<Insert company number>>
<<Insert registered office address>> ("the Buyer");

registered in England under number
office is at <<Insert registered office address>>

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Agreement:

1.1 The following words and

the meanings set out below:

"the Accounts"

of the Company comprising an
net as at the Accounts Date and
ss account for the financial period
ts Date together with the reports of
itors, any cash flow statements and
ch Accounts;

"the Accounts Date"

te>>;

"the Act"

006.

"Business Day"

aturday) on which clearing banks are
ng business in London;

"the Buyer's
Solicitors"

Buyer's Solicitors>> or any successor

"the Company"

y being acquired>> Limited/PLC (of
given in schedule 1);

"Completion"

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

"Completion Date"

ment;

"Confidential
Information"

dential commercial, financial and
know-how, trade secrets, inventions,
d other information whatsoever and
medium and whether disclosed orally
with all reproductions in whatsoever
ny part or parts of it;

"the Disclosure Letter"

ller's Solicitors to the Buyer with the

“the Disclosed
Schemes”

“Encumbrance”

“Intellectual Property”

“Intellectual Property
Rights”

“Intellectual Property
Agreements”

“Life Assurance
Scheme”

[“the Management
Accounts”

“Member of the
Seller’s Group”

“Notice”

“Pension Scheme(s)”

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reement;

scheme, the Pension Scheme(s), the
Scheme(s) and the Stakeholder

of any person (including any right to
nt of pre-emption) or any mortgage,
assignment, hypothecation, security,
n or any other security agreement or
monetary or not;

marks, service marks, registered
and rights to apply for any of those
ss and company names, internet
-mail addresses, unregistered trade
marks, copyrights, database rights,
designs and inventions;

ces, consents, orders, statutes or
o a right in paragraph (a);

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

or past infringements of any of the

erty owned, used or required to be
;

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

Name of Life Assurance Scheme>>
ert Name of Provider>>;

ounts of the Company for the period
te to <<Date>> copies of which are
sure Letter;]

e Seller’s Group from time to time;

e, demand, consent or other

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

“Personal Pension Scheme(s)”

“the Property”

“Release”

“Relevant Business”

“Restricted Area”

["the Seller's Group"]

“the Seller's Solicitors”

“the Shares”

“Stakeholder Scheme”

["the Tax Covenant"]

["Tax"]

["the Tax Warranties"]

“the Warranties”

1.2 Unless the context otherwise requires, words and expressions which are otherwise defined in this Agreement, but “company” and “body corporate”, as in each case

1.3 A reference to a particular provision or subordinate legislation is a reference to it as it is in force at the date of this Agreement, taking account of any amendment or re-enactment

description of each scheme (to be used in relation to schemes excluding group personal pension schemes)

brief particulars of which are in the Schedule, and each and every part of

or compromise or any other kind having similar or analogous

which consists of or includes to a specified nature of business>>;

graphical area>>;

and any company (including any company within the meaning of section 1161 of the Companies Act 2006) within the meaning of section 474(1) of the Companies Act 2006; the Company;]

Seller's Solicitors>> or a successor firm;

capital of the Company;

or pension scheme designated by the Seller and approved in writing by <<Insert Name of

part of the Seller set out in schedule

3;]

in schedule 3;]

out in schedule 4 [and the Tax Warranties “Warranty” followed by a number shall be a reference to the paragraph of the Warranties numbered;

, words and expressions which are given the same meaning when used in this Agreement shall include both “company” and “body corporate”;

vision or subordinate legislation is a reference to it as it is in force at the date of this Agreement, taking account of any amendment or re-enactment of any statute, statutory provision or

- subordinate legislation was in force at the time being in force and that it would not impose any new or extended obligation, liability or otherwise adversely affect the rights of, any party.
- 1.4 The schedules form part of the Agreement.
- 1.5 A reference to any gender and neuter gender and a reference to a "person" includes a natural person or unincorporated body (whether or not having separate legal personality).
- 1.6 The singular includes the plural and vice versa.
- 1.7 A document referred to in the Agreement shall be in the form of that document signed or initialed by or on behalf of the parties.
- 1.8 A person shall be deemed to be connected with another if that person is connected with the other under the Income & Corporation Taxes Act 1988.
- 1.9 References to "indemnify" include indemnifying and holding harmless a person against any circumstance or circumstances and interest which he may suffer or incur in connection with the circumstance.
- 1.10 The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.11 The Buyer enters into the Agreement as may be necessary for the enforcement of any provision of the Company, as trustee for and on behalf of the Company.
- 2. AGREEMENT FOR SALE**
- 2.1 The Seller shall sell and the Buyer shall buy, with effect from Completion, all the Shares, free from any title guarantee, free from any encumbrance (or may in the future attach) to them including, in particular, any dividends and distributions declared, made or paid on the Shares.
- 2.2 The Buyer shall not be obliged to purchase of any of the Shares unless the Seller has sold the Shares simultaneously.
- 2.3 The Seller hereby waives any claim it may have in relation to any of the Shares.
- 3. CONSIDERATION**
- 3.1 The purchase price payable for the Shares shall as set out in Schedule 7.

4. COMPLETION

- 4.1 Completion shall take place on the Completion Date at <<Specify location>> or at such other location agreed between the Seller and the Buyer.
- 4.2 On Completion the Seller shall be bound by the terms set out at schedule 6.
- 4.3 On Completion, and on the day after Completion, the Seller has complied with its obligations under clause 4.2, the Buyer shall:
- 4.3.1 make the payment due on Completion in accordance with clause 3; and
- 4.3.2 acknowledge receipt of the Completion Letter.
- 4.4 If any of the preceding provisions of clause 4 are not complied with on the Completion Date, then (without prejudice to any other rights and all rights of action it may have or may in the future have (whether or not otherwise) the party not in default may rescind this Agreement by giving notice in writing to the other.

5. WARRANTIES [AND TAX COVENANT]

- 5.1 The Seller warrants to the Buyer that the information contained in the Warranties is true and accurate in all respects and not misleading.
- 5.2 [The Seller undertakes warranties in relation to the Tax Covenant.]
- 5.3 Any Warranty qualified by the words "to the best of the Seller's knowledge and belief" or "so far as the Seller is aware" or similar expression shall be deemed to include knowledge, information and belief of the Seller has or which the Seller would have had if it had made such enquiries and includes the knowledge, information and belief of the Seller would be reasonable to make such enquiries as has been made.
- 5.4 The rights and remedies available to the Buyer under the Warranties [and the Tax Covenant] shall not be affected by any act or omission of the Buyer.
- 5.5 Each Warranty is a separate obligation and shall not be limited or restricted by any other Warranty.
- 5.6 The Seller shall indemnify the Buyer for all reasonable legal costs (including without limitation legal costs on a full indemnity basis) which it may incur, either before or after the instigation of legal proceedings, in connection with any legal proceedings for breach of the Warranties [or pursuant to the Tax Covenant] in which judgment is given in favour of the Buyer.
- 5.7 Any payment by the Seller under the Warranties [or under the Tax Covenant] shall constitute consideration for the Shares.
- 5.8 The Buyer shall as soon as it becomes aware of any claim made against it by the Seller in respect of any Warranty [(other than a claim in respect of any failure to give such notice shall not affect the rights of the Buyer)]

5.9 The Seller shall notify the Buyer of any circumstance which constitutes a material breach of this Agreement.

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

6. LIMITATIONS ON CLAIM

6.1 No claim in respect of any paragraph 1 of schedule in any case of fraud, dis been given by or on beha

warranties (other than the Warranty in the [redacted] Purchase Agreement or the [redacted] Cross Covenant] shall be made (except as otherwise provided in the [redacted] Disclosure Statement) unless notice thereof has been given to the [redacted] in writing.

6.1.1 in respect of a
Warranties], b
years>> years t

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

6.1.2 pursuant to the Warranties, be of the account anniversary of

Subject of any breach of any of the Tax
Period of six months following the end
the Company in which the seventh

6.2 Except in any case of fraud

on-disclosure:

6.2.1 the Seller's liability under the Warranties (except as provided in paragraph 1) shall be limited together shall be limited as provided in clause 3;

claim by the Buyer under any of the
t of any breaches of the Warranties
e Tax Covenant]) when aggregated
ation received by the Seller under

6.2.2 the Seller shall
the Warranties

ect of any claim by the Buyer under

6.2.2.1 equals words

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

6.2.2.2 would,
Seller
pound
(<<'Y'
amount
6.2.2.2

all other such claims against the figures>> (<<'X' amount in words>> exceed, £<<'Y' amount in figures>> pounds) in which case the whole amount by which the limit in this clause payable by the Buyer;

6.3 and for the purposes of
matter shall be treated as

as arising out of the same subject-
than as individual claims.

6.4 The Seller shall not if and when this Agreement, make a sale to any employee of the Company on any term of this Agreement.

it by the Buyer under the terms of Company or any director or any may have relied before agreeing to ement in the Disclosure Letter.

6.5 [The Seller shall not be li
extent that the losses o
Covenant (and vice versa

each of the Warranties if and to the extent the loss has been recovered under the Tax

6.6 The Seller shall not plead the statute of limitations under the Tax Warranties.
Date:

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

7. CONFIDENTIAL INFORMATION

- 7.1 The Seller shall, and shall procure that no Member of the Seller's Group shall, keep secret and confidential all Confidential Information which is or may be used in its business and shall not disclose such Confidential Information to any person any such Confidential Information.
- 7.2 The obligations of confidentiality shall not extend to any matter which is disclosed to the Seller or its Group more than by reason of a breach of the obligations of confidentiality of which the Seller receives from a third party independently of the Seller or its Group or which the Seller is required by law or regulatory authority to disclose.

8. NON-COMPETITION

- 8.1 The Seller covenants with the Company, and will procure that no Member of the Seller's Group from Completion, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, the Seller or its Group, shall:
- 8.1.1 at any time during the period of 12 months beginning with Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, solicit, induce or attempt to induce any person who is at Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, to leave the Company; or
- 8.1.2 at any time during the period of 12 months beginning with Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, solicit, induce or attempt to induce any person who is at Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, to leave the Company; or
- 8.1.3 at any time during the period of 12 months beginning with Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, solicit, induce or attempt to induce any person who is at Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, to leave the Company; or
- 8.1.4 at any time during the period of 12 months beginning with Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, solicit, induce or attempt to induce any person who is at Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, to leave the Company; or
- 8.1.5 at any time during the period of 12 months beginning with Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, solicit, induce or attempt to induce any person who is at Completion, or any person who has been employed by the Company during the period of 12 months immediately preceding that date, to leave the Company; or

act 2000) be engaged, concerned or
any Relevant Business; or

- all procure that no Member of the
use in connection with any trade or
domain name, design or logo or e-
the reasonable opinion of the Buyer,
e, design or logo or e-mail address.

- [illegible]

- le;

- and is enforceable by the Buyer (on
separately and independently of its
restrictions in clause 8.1 and 8.2;

- the Buyer the full benefit of the
any and in consideration of the
the Shares on the terms of this

- forceable, but would be valid if any
ication reduced, the restriction shall
y to make it valid and enforceable.

- and 8.2 shall be deemed to prohibit any business in which (other than transactions by the Seller) the Company and Buyer have ceased to be involved in which would but for this clause 8.4 give

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- tion to use reasonable endeavours substitution of the guarantee of any se of the Seller and any Member of nt from liability under any and all y Member of the Seller's Group at respect of monies borrowed and indemnify the Seller and any such liability arising after Completion. The

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

- Company] against and shall pay to
incurred by the Company as a result

- 10.2 10.1 any breach, whether or not it is a breach of any term contained or implied in any contract entered into by or assigned by the Company before Completion to any third party;
- 10.3 any defect or alleged defect in the Company or its assets or sold by the Company prior to Completion;
- 10.4 any industrial or other waste or pollution or injury suffered by any employee or former employee of the Company or in relation to any period ending on or before Completion; or
- 10.5 any VAT chargeable against the Seller's Group[; or]
- 10.6 [<<Specify other issues and details>>]
- 10.7 save, (in the circumstances set out in clause 10.2 and 10.3) to the extent that recovery is made by the Company or its insurers of insurance.

11. PUBLICITY

- 11.1 The parties shall forthwith make or procure to be made [a press announcement and] announce the transaction to employees of the Company and to the customers and suppliers of the Company in accordance with the agreed Terms.
- 11.2 Each of the parties shall keep the contents of this Agreement confidential and shall not disclose any or all of them to any person other than the parties to the transactions hereby agreed upon except to the extent required by law. The Buyer and the Seller shall be entitled to make reference to the Agreement in their respective future annual reports and other public documents.

12. PENSION SCHEME

Schedule 5 shall apply in relation to the Pension Scheme.

13. THIRD PARTY RIGHTS

- 13.1 For the avoidance of doubt, nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement, unless expressly provided in clause <<Insert relevant clause number>> giving effect to the provisions of this Agreement.
- 13.2 Notwithstanding that any provision of this Agreement may be enforceable by any third party, this Agreement shall not be amended, waived, modified, terminated or rescinded without the consent or approval of any third party.

14. ASSIGNMENT

14.1 Except as provided otherwise in this Agreement, no party may assign, or grant any Encumbrance or security interest in any document referred to in it.

14.2 Each party that has rights or obligations under this Agreement shall act in good faith and acting on its own behalf.

14.3 The Buyer may assign its rights or obligations under this Agreement (or any document referred to in this Agreement) to a wholly owned subsidiary, or a holding company of which it is a wholly owned subsidiary, of the same holding company of which it is wholly owned, providing that any assignee is bound to the Seller on the same terms and conditions as this Agreement.

14.4 If there is an assignment:

14.4.1 the Seller may assign its rights or obligations under this Agreement to the assignor until it is assigned; and

14.4.2 the assignee may assign its rights or obligations under this Agreement as if it were a party to it, but the Buyer shall remain bound to the Seller on the same terms and conditions under this Agreement.

15. WHOLE AGREEMENT

This Agreement together with all other agreements, understandings, and discussions between the parties, entered into or to be entered into pursuant to its provisions, constitute the entire agreement between the parties in relation to its subject matter, and supersede all prior agreements, understandings and discussions between the parties to the extent that they arise out of the fraud or fraudulent misrepresentation of the parties.

16. VARIATION AND WAIVER

16.1 Any variation of this Agreement must be in writing and signed by or on behalf of the parties.

16.2 Any waiver of any right or obligation under this Agreement applies only to the party to whom it is given and for which it is given and does not constitute a subsequent reliance on the waiver.

16.3 A party that waives a right or obligation under this Agreement, or takes or fails to take any action against that party, does not constitute a waiver of any other right or obligation to any other party.

16.4 No failure to exercise or delay in exercising a right or remedy provided under this Agreement or by law constitutes a waiver of that right or remedy or shall prevent any future exercise in whole or in part.

16.5 No single or partial exercise of a right or remedy under this Agreement shall preclude or restrict the future exercise of that right or remedy.

16.6 Unless specifically provided otherwise, the rights and remedies arising under this Agreement are cumulative and do not exclude any other rights or remedies available at law.

17. PROVISIONS SURVIVING

Insofar as the provisions of this Agreement shall not have been performed at Completion, they shall remain in effect notwithstanding Completion.

18. FURTHER ASSURANCE

The Seller shall (at its request) promptly execute and deliver all such documents, and do all such acts, as may from time to time reasonably be required for the purpose of giving effect to the provisions of this Agreement.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which is an original and which together constitute the entire Agreement, as if each party had signed the same document.

20. COSTS

Each party shall, except as otherwise provided in this Agreement and in the event that either party exercises any right hereunder, indemnify the Buyer against all costs incurred by it in connection with this Agreement and its successful completion.

21. SEVERANCE

The provisions of this Agreement shall be severable and distinct from one another, and, if any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. NOTICES

22.1 Any Notice relating to this Agreement shall be in writing delivered personally or sent by pre-paid first class post or courier to the address of the party to be served given herein or such other address as may be notified for this purpose.

22.2 Any such Notice shall, if sent by post or courier, be deemed to have been served 24 hours after despatch and, if delivered by electronic means, be deemed to have been served at the time of transmission.

If, however, in the case of a Notice sent by electronic means, such delivery or transmission occurs on, or after, a Business Day or after 4.00 p.m. on a Business Day, then service shall be deemed to occur on the next following Business Day.

22.3 In proving service it shall be sufficient in the case of a letter, that such letter was properly stamped, and in the case of a transmission by electronic means, that the sender is sufficient to produce a fax transmission report showing that transmission was properly made to the correct number or an email delivery receipt.

23. PROPER LAW AND JURISDICTION

This Agreement and any dispute arising out of or in connection with its subject matter (including any dispute as to its construction or performance) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

SIGNED by or on behalf of the parties to the agreement before written

Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share capital<>> issued shares>> ordinary shares of
 <<Nominal value of<>> [and <<Number of other type of<>>
 shares>> <<Other type of<>> shares of <<Nominal value<>>
 of each other type of<>>

Directors: << >> << >> << >> << >>

Secretary: << >>

Auditors: << >>

Registered office: << >>



<<Insert details of Property>>

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<<Insert details of Tax Covenant & T

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1. **THE COMPANY AND THE SELLER**

1.1 The Seller has full power to perform the provisions of this Agreement, which constitute a contract on the Seller in accordance with its terms.

1.2 The Seller is the beneficial owner of the shares and has the right to dispose of them to the Buyer or as it may see fit, free from any encumbrance and together with all rights now or hereafter attaching to them.

1.3 No indebtedness is outstanding against the Company or its subsidiaries or liabilities (actual or contingent) shall be incurred between the Company and the Seller or any director of the Company or any director of the Seller's Group or any person who is an associate of or connected with the Seller.

2. **THE COMPANY'S SCHEDULE 1 AND CONSTITUTIONAL AND ADMINISTRATIVE AFFAIRS**

2.1 The particulars of the Company's Schedule 1 are true, complete and accurate and its issued shares are fully paid up.

2.2 No person has the right (whether or not contingent) to call for or demand the repayment of any capital of the Company or to exercise any conversion right or any other right of preference or priority.

3. **STATUTORY AND OTHER RECORDS**

3.1 All registers, accounts, financial statements and other records of the Company are in the possession of the Company and contain true and accurate records of all matters relating to the Company and no notice or allegation that any of them are false or misleading has been received by the Company or the Seller.

3.2 The Company's accounts are maintained in accordance with the requirements of the Act.

3.3 All returns and other documents required to be filed with the Registrar of Companies, or with any other competent authority, have been duly filed and were correct and true.

4. **INSURANCES**

4.1 The Company maintains adequate insurance cover against professional negligence, product liability, accident, damage to property, loss of documents, etc.

perform the provisions of this Agreement, which constitute a contract on the Seller in accordance with its terms.

and has the right to dispose of them to the Buyer or as it may see fit, free from any encumbrance and together with all rights now or hereafter attaching to them.

no contracts, arrangements or liabilities (actual or contingent) shall be incurred between the Company and the Seller or any director of the Seller's Group or any person who is an associate of or connected with the Seller.

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4. **INSURANCES**

4.1 The Company maintains adequate insurance cover against professional negligence, product liability, accident, damage to property, loss of documents, etc.

- of profit and other risks have been covered for their full term.
- 4.2 The Disclosure Letter sets out the policies of insurance maintained by or on behalf of the Company and all force and effect.
- 4.3 There are no material omissions or in respect of the validity of, any of those policies and, to the best of the Company's knowledge and belief, there are no circumstances likely to give rise to any claim in respect of those policies.
- 4.4 All the insurance policies in effect, are not void or voidable, nothing has been done which could make any of them void or voidable and Completion will not entitle any insurer to terminate, any such policy.
5. **COMPLIANCE WITH LAWS**
- 5.1 The Company has conducted its business in accordance with all applicable laws and regulations in every relevant jurisdiction and neither the Company nor any of its directors, officers or employees have committed, or omitted to do, any act or thing which might expose the Company to any fine, penalty, default, proceedings or other liability.
- 5.2 The Company has not broken any law or made any statement or assurance given to any court or governmental agency which might expose the Company to any fine, penalty, default, proceedings or other liability.
6. **LICENCES**
- 6.1 The Company has obtained all necessary licences, permits and authorities of a statutory or regulatory nature in every relevant jurisdiction to enable it to carry on its business effectively in the manner in which it is now carried on.
- 6.2 All such licences, consents, permits and authorities are valid and subsisting, and the Seller knows of no circumstances in which they should be suspended, cancelled or revoked or not renewed.
7. **LITIGATION**
- 7.1 The Company is not engaged in any litigation or other proceedings with any customer or supplier or in respect of any contract.
- 7.2 So far as the Seller is aware, there is no litigation or other proceedings pending or threatened by or against the Company or any of its directors, officers or employees which might give rise to any litigation or other proceedings.
- 7.2.1 There is no litigation or other proceedings pending or threatened by or against the Company or any of its directors, officers or employees which might give rise to any litigation or other proceedings.
- 7.2.2 There are no circumstances which might give rise to any litigation or other proceedings.

8. **INSOLVENCY**

8.1 The Company is not insolvent within the meaning of the Insolvency Act 1986 or any other legislation applicable to the company concerned; and has not become insolvent as they fall due.

8.2 No step has been taken to or under which:

8.2.1 the ability of the Company to take any action to enforce their debts is substantially prevented; or

8.2.2 some or all of the Company's assets have been accepted, by Agreement or in pursuance of a court order, for less than the respective sums owing to them in full, or any sums with a view to preventing the dissolution of the Company;

8.2.3 a person is appointed to manage the affairs, business and assets of the Company on behalf of the creditors; or

8.2.4 the holder of a floating charge over the Company's assets is appointed to control the business of the Company.

8.3 In relation to the Company:

8.3.1 no administrator

8.3.2 no documents have been presented to court for the appointment of an administrator; and

8.3.3 no notice of intention to appoint an administrator has been given by the relevant company or qualifying floating charge holder (as defined in paragraph B1 to the Insolvency Act 1986).

8.4 No process has been initiated to or the Company being dissolved and its assets being distributed to the Company's creditors, shareholders or other contributors.

8.5 No distress, execution or other legal process has been levied on an asset of the Company.

9. **POLLUTION OF THE ENVIRONMENT**

9.1 [No hazardous substance has been stored or otherwise handled by the Company on the Property. The Company has at all times held all necessary licences, consents, permits or approvals to use, store or otherwise handle or dispose of hazardous substances used, stored, otherwise handled or disposed of by the Company on the Property or elsewhere.]

9.2 There has been no pollution of the environment by the Company, the Company has no responsibility or liability for pollution of the environment by any third party and there has been no claim against the Company which could give rise to any pollution of the environment.

For the purpose of the
environment” and “proce
Environmental Protection

expressions “pollution of the
meanings as in section 1 of the

10. THE ACCOUNTS

10.1 The Accounts:

- 10.1.1 have been prepared in accordance with the requirements of the Act and all other applicable regulations and in accordance with generally accepted accounting principles;
- 10.1.2 have been prepared on a consistent basis, using principles and using methods which are consistent with the preparation of the audited accounts of the accounting period falling wholly or partly within the period ended on the Accounts Date; and
- 10.1.3 show a true and fair view of the affairs of the Company as at the Accounts Date and of the profit or loss of the Company for the accounting period.

10.2 The Accounts:

- 10.2.1 make proper allowance for reserve for all bad and doubtful debts, for depreciation on fixed assets and for liabilities (including deferred Tax);
- 10.2.2 do not overstate assets and do not overstate liabilities; and
- 10.2.3 do not understate assets and do not understate liabilities (including actual or contingent).

10.3 The Accounts are not affected by non-recurring items or any other factor that would make the results shown by the Accounts unusual or misleading in any material particular.

10.4 [Since the Accounts Date]

- 10.4.1 the Company has not changed its business in the ordinary and usual course and with no material alteration in the nature, scope or manner thereof;
- 10.4.2 the Company has not disposed of any asset, assumed any liability, made any transaction into any other transaction which was not in the ordinary course of business and for full value; and
- 10.4.3 there has been no material change in the financial position or prospects of the Company.

10.5 [The Management Accounts are prepared using the same accounting principles, policies and procedures as the Audited Accounts (consistently applied) and fairly reflect the trading performance of the Company as at the date and for the period to which they relate.]

11. **FINANCE OF THE COMPANY**

11.1 Full and accurate details of all loans, overdrafts or other financial facilities outstanding or available to the Company (and true and complete copies of all documents relating thereto are attached to the Disclosure Letter), and a statement of the Company's obligations in full force and effect might be affected or prejudiced.

11.2 A statement of all the balances on such accounts as at the date of this Agreement and a receipt of all debit or debit balances to the books of the Company. This Agreement is attached to the Disclosure Letter and is accurate. Since the date to which such statement is drawn, no payments out of, and no instructions given for any such accounts, except for no cheques drawn against, any such accounts, except for of current account in the ordinary course of business.

12. **THE ASSETS OF THE COMPANY**

12.1 The Company owns freehold and leasehold all assets used by it.

12.2 The Company has possession of all assets used by it.

12.3 The amounts due from the Company in full in the ordinary course of business and in any event within a number of days e.g. 90>> days following the date of this Agreement of these debts is subject to any counterclaim or set-off.

13. **INTELLECTUAL PROPERTY**

13.1 The Company:

13.1.1 is the sole and exclusive owner of all Intellectual Property (where it is capable of registration) used by it, all of which is valid and enforceable;

13.1.2 has not entered into any Intellectual Property Agreements other than any listed in the Disclosure Letter, and has not authorised any person to make any use of or to do anything which might otherwise infringe any Intellectual Property.

13.2 The Company owns the right (whether registered or unregistered) in the design and is the proprietor of any registrations or applications for designs.

13.2.1 None of the products of the Company (so far as the Seller is aware) infringe the Intellectual Property of any other person.

13.2.2 None of the Intellectual Property are being used by, or are being used or attacked by any other person.

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14. **PLANT**

Each item of the plant and equipment used in connection with the business of the Company is in good repair and condition (subject to

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

15. **COMPUTER SYSTEMS**

15.1 The Hardware has been purchased and supported and has the benefit of an appropriate support agreement which is not capable of being terminated

less than 12 months' notice.

15.2 Where any of the records are stored electronically, the Company is the owner of all hardware necessary to enable it to keep, copy, maintain and use its records of its business and does not share any hardware or software

records with any person.

15.3 In this paragraph 15:-

15.3.1 "Hardware" means any equipment used by or for the benefit of the Company

including all Software;

15.3.2 "Software" means any instructions for execution by a microprocessor or any other medium.

benefit of the Company at any time, in any medium.

16. **THE CONTRACTS OF THE COMPANY**

16.1 The Company is not a party to any agreement, transaction, obligation, commitment, or arrangement which:

is not in the ordinary and proper course of the business of the Company or length terms.

16.1.1 involves or is likely to involve the expenditure of revenue of a long

periods, restrictions, expenditure or of a long or exceptional nature; or

16.1.2 is in any way likely to be of long duration in the business of the

length terms.

16.2 There is not outstanding at any time during the last three years, any agreement, transaction, obligation, commitment, or arrangement between the Company and any Member of the Seller's Group, or the Company is not a party to, nor has its profit or loss been affected during such period been affected by, any such agreement, transaction, obligation, commitment, or arrangement which is not entirely of and for the benefit of the Company

other agreement or arrangement

16.3 The Seller is not aware of any agreement, transaction, obligation, commitment, or arrangement which is likely to materially reduce the volume of their purchases from, or supplies to, the Company in the future by comparison with the volume of their purchases from, or supplies to, the Company during the period of < 12 months prior to the date of this Agreement.

months prior to the date of this Agreement.

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| 17.1 | There is no employment agreement between the Company and any of its directors or officers other than those copies of which are annexed to the Company's annual report. | |
| 17.2 | There is no employment agreement between the Company and any of its employees which cannot be terminated by three months' notice or less without giving rise to a claim for compensation (other than a statutory claim for unfair dismissal). | |
| 17.3 | The Disclosure Letter contains the name, date of start of employment, other benefits, grade and age of each employee of the Company at the end of the contract of employment of each such employee. | |
| 17.4 | The Company is not obliged to make provision to increase the rate of remuneration of any employee. | |
| 17.5 | Except as disclosed in the annual report, the Company has not: | |
| 17.5.1 | incurred a liability in connection with the termination of an employment contract including, with respect to any employee, a redundancy payment, protective award or award for unfair dismissal, unfair dismissal and failure to re-engage or re-engagement of an employee; | |
| 17.5.2 | incurred a liability in connection with the termination of a consultancy agreement; | |
| 17.6 | The Company has complied with any order imposed on it by, and each order made under, the code of conduct and practice, issued by the Commission for the Relations between it and its employees or a trade union. | |
| 17.7 | Within the year ending 31 March 2012, the Company has not given notice of redundancies to any of its employees or started consultations with appropriate representatives of its employees under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 or failed to comply with its obligations under Chapter 2 of the Employment Rights Act 1996. | |
| 17.8 | The Company has no agreement with any trade union (whether under the Information and Consultation of Employees Regulations 2004 or otherwise) with and does not recognise a trade union or other body representing any of its employees or has not received any notice or request nor are there any arrangements or arrangements in place which may lead to any such agreement or arrangement). | |
| 17.9 | The Company does not intend to introduce a share incentive, share option, profit sharing or other incentive scheme for any of its directors, other officers or employees. | |

18. **PENSIONS**

18.1 The Disclosed Schemes are the arrangements under which the Company has or could have any liability to contribute towards relevant benefits as defined in Chapter 2 of Part 1 of the Pension Schemes Act 1993 (Earnings & Pensions) Act 2003.

18.2 The Seller has supplied the Company with documents containing full, accurate and up to date details of each Disclosed Scheme and of the Company's obligations and liabilities in connection with each Disclosed Scheme.

<<Insert any additional paragraph(s) to reflect the factual position>>

18.3 In determining the damage or loss suffered by the Buyer in the event of a breach of any Warranty in this paragraph 18, it shall be assumed that the Company was aware of the facts stated in this paragraph.

18.3.1 the Company shall make whatever payments to provide the benefits under the Disclosed Schemes (as defined in that paragraph) on the basis that the Company does not intend to discontinue any of the Disclosed Schemes is discontinued.

18.3.2 the Company shall not propose to discontinue or amend (including with effect from the date of proposing to provide or amend) any Disclosed Scheme which it now provides or is now providing or which each respectively is now provided and to maintain without amendment any Disclosed Scheme of a kind referred to in that paragraph which it now provides or is now providing.

19. **MATERIAL DISCLOSURE**

19.1 All information contained in the Disclosure Letter is true and accurate.

19.2 No person is entitled, whether or not contingently, to receive from the Company any finder's fee or commission in connection with the acquisition or disposal of the Shares.

19.3 The sale of the Shares by the Company shall not be affected by virtue of the terms of any agreement or arrangement entered into by the Company or any person who is a party to the sale of the Shares or who is a party to the Company.

19.4 The replies to the Legal Enquiries dated <<Date>> raised on behalf of the Buyer were when they were made complete and accurate.

20. **PROPERTY**

20.1 The Particulars of the Property in the Schedule 2 are true and correct and the Company has good and lawful title to the Property and the exclusive occupation and possession of the Property and is not subject to any mortgage, debenture or charge (whether specific or floating, legal or equitable, fixed or floating, lien or other encumbrance, lease, sub-lease, tenancy, easement, reservation, covenant, restriction, easement, quasi-

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easement or any agreement in favour of any third party.

20.2 There are appurtenant to the Property and easements necessary for its use and enjoyment.

20.3 The Company has in its control all duly stamped deeds and documents which are necessary for the Property.

20.4 There are no restrictive covenants, restrictions, agreements or other matters which preclude the use of the Property for the purpose of such use is the permit granted under the Town and Country Planning Acts 1971 to the Property and is in accordance with the requirements of all restrictions, conditions and covenants imposed by the Town and Country Planning Acts have been observed and no such agreements have been entered into under section 52 of the Town and Country Planning Act 1971, section 106 of the Town and Country Planning Act 1971, section 33 of the Local Government Act 1972 or otherwise in relation to the Property.

20.5 All replies by or on behalf of the Company relating to the Property made by or on behalf of the Company are true and correct and are now true complete and correct.

20.6 The Company has no contingent liabilities in respect of any properties previously occupied by the Company (or as a surety or guarantor in relation to such property) including leasehold premises as to which the Company has not at any time been liable and the Company has not at any time been liable that any claim has been made or may be made in respect of any such existing or contingent liabilities.

or any privilege in favour of any

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<<Insert any operative provisions or amendments>>

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Seller's Completion

On Completion the Seller shall:

1.1 deliver to the Buyer:

- 1.1.1 transfers of the Shares together with the relevant powers of attorney under which they may have been executed;
- 1.1.2 all the statutory and their certificates of incorporation on change of name seals (if any);
- 1.1.3 letters of resignation as directors [and signed pursuant to paragraph 1.2.3 of this schedule 6;
- 1.1.4 [a certificate in the form of a Seller's Solicitors as to the title of the Company to the land;
- 1.1.5 [the title deeds to the land;
- 1.1.6 [the resignation of the directors [and the appointment of the Buyer shall nominate [and the Buyer shall appoint in respect of [the Pension Scheme];]
- 1.1.7 all credit and charge papers and documents of or under the control of the Company and all other documents which are in the possession of the Company; and
- 1.1.8 the Disclosure Letter.

1.2 procure:

- 1.2.1 the transaction of the Company to be recorded in the completion board minutes of the Company;
- 1.2.2 such persons as the Company may be validly appointed as additional directors of the Company;
- 1.2.3 upon such appointment the directors [other than <<Insert Name(s)>>] [and the Company both from their respective offices and as employees of the Company];
- 1.2.4 the written resignation of the auditors of the Company incorporating an agreement that they have no claim against the Company for any fees or expenses whether billed or unbilled, in respect of the period up to the completion referred to in section 519 of the Act;

1.2.5 [the release in the Agreed Terms of all banking arrangements of the Company and all indemnities given by the Company in respect of the obligations of Member companies and all securities and authorities given by any one or more of the Member companies in respect thereof);

1.2.6 the release [in the Agreed Terms] of all guarantees, sureties and indemnities given by the Company in respect of the obligations of Member companies and all securities and authorities given by any third party;

1.2.7 the repayment (by the Company or any Member company) of all guarantees, sureties and indemnities given by the Company in respect of the obligations of Member companies and all securities and authorities given by any third party;

1.2.8 the release [in the Agreed Terms] of all claims against the Company and all securities and authorities given by any third party;

1.2.9 [that the Company shall be responsible for the payment of all claims against the Company and all securities and authorities given by any third party];

1.2.10 that each of the Company and all securities and authorities given by any third party;

the Company from all banking arrangements of the Company and all indemnities given by the Company in respect of the obligations of Member companies and all securities and authorities given by any one or more of the Member companies in respect thereof);

the release [in the Agreed Terms] of all guarantees, sureties and indemnities given by the Company in respect of the obligations of Member companies and all securities and authorities given by any third party;

the repayment (by the Company or any Member company) of all guarantees, sureties and indemnities given by the Company in respect of the obligations of Member companies and all securities and authorities given by any third party;

the release [in the Agreed Terms] of all claims against the Company and all securities and authorities given by any third party;

[that the Company shall be responsible for the payment of all claims against the Company and all securities and authorities given by any third party];

that each of the Company and all securities and authorities given by any third party;

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1.1 The purchase price paid for the Shares shall be the sum of £<<Amount in figures>> (in pounds), which shall be paid in cash on Completion.

1.2 The sum payable to the Seller pursuant to paragraph 1.1 shall be paid by way of a [banker's draft in favour of the Seller] OR [telegraphic transfer to the account of the Seller] and shall be sufficient discharge of the Seller's obligations under the Agreement.

Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>

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

Signed by <<Name>>for and
on behalf of <<Name of Buyer>>
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