

[Print on reverse side] [Print Address]

To: <<Buyer/Buyer's Solicitor>>  
<<Address>>

<<Date>>

Dear Sirs,

**Sale and purchase of the [Name of Company] of <<Name of Company>>**  
**Limited/PLC ("the Company")**

This letter is written in reference to the purchase agreement proposed to be entered into between (1) <<Name of Seller(s)>> ("the Seller[s]") and (2) <<Name of Buyer>> ("the Buyer"), which sets out the terms of the sale of the entire share capital of the Company to the Buyer ("the Agreement").

This letter, together with the Disclosure Bundle is the disclosure of the Company's financial position and assets and liabilities as at the date of the Agreement. Words and expressions defined in the Agreement shall have the same meaning when used in this letter, where the context permits.

References in this letter to the balance sheet as at the relevant accounting period ended on the date of the Agreement shall include also its audited consolidated balance sheet and its audited consolidated profit and loss account for the accounting period ended on such date] including [in each of the accounts.

[References in this letter to "the Company" shall include each and all of the Company and its subsidiaries, and its wholly owned subsidiaries.]

The matters referred to in this letter shall constitute disclosures for the purposes of the Warranties and shall be deemed to be disclosed under such Warranties.

Where a matter requires disclosure under more than one of the Warranties, no attempt shall be made to duplicate the disclosure in different paragraphs. For the avoidance of doubt, the contents of the Disclosure Bundle shall be deemed to be disclosed in relation to all the Warranties to which they relate.

The disclosures contained in this letter shall be taken as any admission by or on behalf of the Seller[s] that all of the matters required to be disclosed on a strict interpretation of the terms of the Warranties.

## GENERAL DISCLOSURES

In the light of the preceding para

General disclosures are made:

1. all matters and information disclosed, or provided for in the audited annual accounts of <<Number>> accounting reference periods up to <<Date>> period ending on the Accounts Date;
2. [all matters and information disclosed, or noted, or referred to, or provided for in the Memorandum for the period ending <<Date>>], a copy of which is included in <<Number>> of the Disclosure Bundle;]
3. all information which is contained in the documents filed at the Companies Registry to Completion; as at the date two days prior to Completion;
4. all matters and information disclosed in the agreement;
5. [all information which is disclosed on <<Date>>, address of] the freehold and leasehold title of the Property;
  - 5.1 all matters and information disclosed to or which would be apparent from inspection of the Property and the documents relating to the Property;
  - 5.2 all matters and information which are or would be revealed by a search in the Land Registry, an index map, a search in the Land Charges Register, a search in the Land Registry, a search in HM Land Registry, a search in the local authority or any other statutory searches and such other enquiries and such other searches as a prudent buyer would undertake, whether or not such enquiries have actually been carried out on <<Date>>;
  - 5.3 all matters and information which are or would be revealed by a physical inspection of the Property by a prudent buyer and his professional advisers, whether or not such inspection and survey have actually been carried out on <<Date>>;
  - 5.4 all matters and information which are or would be discoverable on an investigation of the Company's title to or the basis of its occupation of the Property, whether or not such investigation has actually been carried out on <<Date>>;
6. all information contained in the Memorandum of the Company;

7. [all matters and information in relation to the Company which are available for public inspection at the Patent Office and the Trade Marks Registry prior to Completion;]

8. [all documentation not available for public inspection at the Patent Office and the Trade Marks Registry prior to Completion; and]

9. [all information maintained by the Company and available for public inspection at the Patent Office and the Trade Marks Registry two days prior to Completion]

### **SPECIFIC DISCLOSURES**

Without prejudice to the general matters set out below. The following paragraphs or sub-paragraphs are disclosed for ease of reference only:

Warranty number	Disclosure

### **EITHER**

Yours faithfully

.....  
<<Name of Seller(s)>>

### **OR**

.....  
For and on behalf of  
<<Name of Seller(s)>> Limited

We hereby acknowledge receipt of the Disclosure Bundle and the Disclosure Bundle of which this is a duplicate.

.....  
For and behalf of

.....  
d in any of the files in relation to the Company which are available for public inspection at the Patent Office and the Trade Marks Registry prior to Completion;]

.....  
or General of Fair Trading and the Trade Marks Registry prior to Completion; and]

.....  
x of the Royal Courts of Justice and the Trade Marks Registry two days prior to Completion]

.....  
there are further disclosed the following matters. The numbers refer to the individual paragraphs or sub-paragraphs of the Agreement and are for ease of reference only:


<<Name of Buyer>> Limited/PL

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