# S

Number>>

### 1. **Definitions**

In this Schedule:

"Claim" means any claim express Warranty/ies) or u this Agreement [or under claim is valid or substantiat

"Escrow Account" means names of the Buyer's Solic

"Escrow Bank" means an Seller's Solicitors at which then <<Insert name of Ban

"Escrow Sum" means the pounds).

## 2. Purchase Price

- 2.1 The total purchase of £<<Amount in fi paid in full without a
  - a) <<Amount ii payable in c
  - b) The Escrow the Seller's Account to I with on the t
- 2.2 All payments made price referred to at favour of the [Sel sufficient discharge account:

Bank:

Branch:

Sort Code:

Account Name:

Account Number:

2.3 The total purchase amount paid or pay of this Schedule.

# 3. The Escrow Account

3.1 Following Completi

e Seller either for breach of any iven to the Buyer by the Seller in Agreement], whether or not such he it notifies it to the Seller:

with the Escrow Bank in the joint citors:

n the Buyer's Solicitors and the be held or, if not agreed by them,

figures>> (<<Amount in words>>

er for the Shares shall be the sum words>> pounds), which shall be follows and shall comprise:

words>> pounds), which shall be Seller; and

yable to the Buyer's Solicitors and acing by them into the Escrow mandate and to be held and dealt

of the part of the total purchase aid by way of a [banker's draft in (whose receipt thereof shall be egraphic transfer to the following

be reduced by the amount of any the Escrow Account on the terms

all be held in the Escrow Account

1

on the terms of this

- 3.2 The Escrow Sum s event of a Claim.
- 3.3 All interest earned Seller and/or the B entitled to the Escr payment to the Buy from the Escrow Ac
- 3.4 The Seller and th Solicitors shall, mal the Escrow Account
- 3.5 The Seller and the respectively, the Bu actions in relation to terms of this Sched
- 3.6 The amount of the I the amount of any (
- Nothing in, or imple otherwise affect eith
  - 3.7.1 the Buyer or this Agreem
  - 3.7.2 the Buyer m

which has not been

e for payment to the Buyer in the

shall accrue and be paid to the which they respectively become be paid at the same time as any part of the Escrow Sum is made

all procure that their respective required to be made into or from

ovide all necessary instruction to, Seller's Solicitor and take all other are necessary to give effect to the

regarded as imposing any limit on

- Schedule shall prejudice, limit or medy which:
- t the other from time to time under
- Claim

evant date>>.

# 4. Claims against Escrow S

- 4.1 No amount shall b terms of this Sche
- 4.2 As soon as reasor relevant date>>] the writing of a Claim
- 4.3 If a Claim arises a means of any of the
  - a) final agreen amount, or
  - b)final determ competent ju
  - c) unconditiona

the parties shall, we the Buyer's Solicito Escrow Account to amount to in or too Claim is upheld, the Solicitor not to release

4.4 Immediately following this Schedule, the

ow Account otherwise than on the

ny event no later than on [<<Insert Seller [and the Seller's Solicitor] in rms of this Agreement.

fore [<<Insert relevant date>>] by

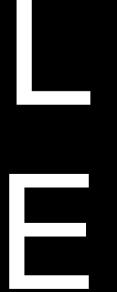
he parties as to both liability and

ility and amount by a court of re is no right of appeal; or

r in writing,

laim is upheld, thereupon instruct or to immediately release from the et-off and deduction) the relevant Claim, but where no part of the Buyer's Solicitor and the Seller's the Escrow Account.

e>>], but subject to Clause 4.5 of scrow Sum then remaining in the



Claims)

Escrow Account sha

4.5 If a Claim is dispute such portion of the as is equal to the a the Escrow Accouremaining amount) resolution. When, a total amount then ir the above principle the Claim to the ext

# 5. **Method of Payment**

Unless otherwise specifie Account the Buyer or Selle [Seller/Buyer] OR [telegrap

Buyer:

Bank:

Branch:

Sort Code:

Account Name:

Account Number:

Seller:

Bank:

Branch:

Sort Code:

Account Name:

Account Number:

er.

lved by [<<Insert relevant date>>], n the Escrow Account at that date II of the amount then remaining in E Claim equals or exceeds that Escrow Account pending its final ove>>, the Claim is resolved, the all be released in accordance with Buyer in or towards satisfaction of the remainder to the Seller.

d to be made from the Escrow of a [banker's draft in favour of the s or Seller's account, as follows:

