

1. Definitions

In this Schedule:

“Claim” means any claim (whether or not it is an express Warranty/ies) or under this Agreement [or under any other agreement] claim is valid or substantiated

“Escrow Account” means the account in the names of the Buyer’s Solicitors and the Seller’s Solicitors

“Escrow Bank” means any bank or financial institution in which the Escrow Account is to be held or, if not agreed by them, then <<Insert name of Bank>>

“Escrow Sum” means the sum of money (in pounds) to be held in the Escrow Account

2. Purchase Price

2.1 The total purchase price for the Shares shall be the sum of £<<Amount in figures>> pounds), which shall be paid in full without any deduction

a) <<Amount in figures>> pounds), which shall be payable in cash to the Seller; and

b) The Escrow Sum shall be payable to the Buyer’s Solicitors and the Seller’s Solicitors by them into the Escrow Account to be held in the Escrow Bank with on the terms set out in the Escrow Account

2.2 All payments made by the Buyer for the Shares shall be the sum of £<<Amount in figures>> pounds), which shall be paid by way of a [banker’s draft in favour of the [Seller] (whose receipt thereof shall be sufficient discharge of the Buyer’s obligation to pay the purchase price) to the following account:

Bank:

Branch:

Sort Code:

Account Name:

Account Number:

2.3 The total purchase price for the Shares shall be reduced by the amount of any amount paid or payable by the Buyer to the Escrow Account on the terms set out in the Escrow Account

3. The Escrow Account

3.1 Following Completion of the transaction, the Escrow Sum shall be held in the Escrow Account

- on the terms of this
- 3.2 The Escrow Sum shall be for payment to the Buyer in the event of a Claim.
- 3.3 All interest earned shall accrue and be paid to the Seller and/or the Buyer in which they respectively become entitled to the Escrow Sum. Interest shall be paid at the same time as any payment to the Buyer or any part of the Escrow Sum is made from the Escrow Account.
- 3.4 The Seller and the Buyer shall all procure that their respective Solicitors shall, make the payments required to be made into or from the Escrow Account.
- 3.5 The Seller and the Buyer shall provide all necessary instruction to, the Seller's Solicitor and take all other actions in relation to the Escrow Account are necessary to give effect to the terms of this Schedule.
- 3.6 The amount of the Escrow Sum shall be regarded as imposing any limit on the amount of any Claim.
- 3.7 Nothing in, or implemented by, this Schedule shall prejudice, limit or otherwise affect either party's remedy which:
- 3.7.1 the Buyer or the Seller may at the other from time to time under this Agreement;
- 3.7.2 the Buyer may in respect of any Claim by Claimant on or after the relevant date>>.
4. **Claims against Escrow Sum**
- 4.1 No amount shall be paid from the Escrow Account otherwise than on the terms of this Schedule.
- 4.2 As soon as reasonably practicable after any event no later than on [<<Insert relevant date>>] the Buyer shall inform the Seller [and the Seller's Solicitor] in writing of a Claim in accordance with the terms of this Agreement.
- 4.3 If a Claim arises as a result of the Seller's breach of the terms of this Agreement before [<<Insert relevant date>>] by either party, the Seller shall indemnify the Buyer for the Claim by the means of any of the following:
- a) final agreement between the parties as to both liability and amount, or
- b) final determination of liability and amount by a court of competent jurisdiction where there is no right of appeal; or
- c) unconditional payment of the Claim by the Seller in writing,
- provided that if the Seller's Claim is upheld, thereupon instruct the Buyer's Solicitor to release from the Escrow Account (by set-off and deduction) the relevant amount of the Claim, but where no part of the Claim is upheld, the Buyer's Solicitor and the Seller's Solicitor shall instruct the Buyer's Solicitor and the Seller's Solicitor not to release any amount from the Escrow Account.
- 4.4 Immediately following the determination of the Claim in accordance with Clause 4.3, but subject to Clause 4.5 of this Schedule, the Seller shall release from the Escrow Sum then remaining in the

Escrow Account shall be maintained by the Buyer. If a Claim is disputed, such portion of the amount as is equal to the amount in the Escrow Account (remaining amount) shall be released upon resolution. When, at the total amount then in the above principle, the Claim to the extent

er. resolved by [<<Insert relevant date>>], in the Escrow Account at that date all of the amount then remaining in the Claim equals or exceeds that Escrow Account pending its final resolution. When, at the total amount then in the above principle, the Claim is resolved, the amount shall be released in accordance with the Buyer in or towards satisfaction of the remainder to the Seller.

5. Method of Payment

Unless otherwise specified, the payment shall be made from the Escrow Account the Buyer or Seller's account, as follows:

to be made from the Escrow Account the Buyer or Seller's account, as follows:

Buyer:

Bank:
Branch:
Sort Code:
Account Name:
Account Number:

Seller:

Bank:
Branch:
Sort Code:
Account Name:
Account Number: