

S

THIS AGREEMENT is made on

PARTIES

- 1. <<Name of Seller>> E...ress>>] OR [Limited, a private limited company registe...ales with registration number <<Insert company numb...office is at <<Insert registered office address>>] (“the S
- 2. <<Name of Buyer>> E...ress>>] OR [Limited, a private limited company registe...ales with registration number <<Insert company numb...office is at <<Insert registered office address>>] (“the B
- 3. <<Name of Guarantor>>...dress>>] OR [Limited, a private limited company registe...ales with registration number <<Insert company numb...office is at <<Insert registered office address>>] (“the G

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AGREED TERMS

1. DEFINITIONS

In this Agreement:

The following words and expressions have the following meanings:

“the Accounts” means the financial statements of the Business, including the balance sheet, profit and loss account together with the cash flow statement and other accounts made up to the Accounts Date;

“the Accounts Date” means the Accounts Date>>;

“the Assets” means the Business to be sold to the Buyer under clause 3;

“the Business” means <<Insert Description of Business>> as carried out by the Seller under the name of <<Insert Name of Seller>> at the date of this Agreement;

“the CJRS” means the UK Government’s Coronavirus Job Retention Scheme introduced as a result of COVID-19 and any relevant CJRS Treasury Directions issued under the Finance Act 2020;

“COVID-19” means the coronavirus pandemic;

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“Completion”

“Confidential Inform

**“Contracts” (each a
“Contract”)**

“Disclosure Letter”

“Employee”

“Excluded Assets”

“Flexible Furlough”

“Furlough”

“Goodwill”

“Intellectual Propert

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sale and purchase of the Business
in Clause 8;

Confidential commercial, financial and
information, know-how, trade secrets,
computer software and other information
in whatever form or medium and
whether orally or in writing, together with
in whatsoever form or medium and
of it relating to the Business;

and agreements relating to the
Schedule 1 to the extent that they
performed in whole or in part at
(excluding employment contracts
);

the Seller to the Buyer with the same
document relating to the Warranties [a
attached to this Agreement];

employed by the Seller and engaged in
Completion, a list of which appears

Business listed in Clause 4 and
sale to the Buyer;

Employee on Furlough to work on
for the Business in accordance with
CJRS;

temporary leave under the CJRS where
employees are not working but are kept on
Business;

relating to the Business and the
for the Buyer to represent itself as
Business in succession to the Seller
name “<<Insert Business name>>”];

trademarks, service marks, registered
patents and rights to apply for any of
the, business and company names,
domain names and e-mail addresses,
trademarks and service marks,
copyright rights, know-how, rights in
inventions,

agreements, consents, orders, statutes

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ation to a right in paragraph (a),

me or similar effect or nature as or
aphs (a) and (b) which now or in
sist, and

e for past infringements of any of
S;

“Notice”

ice, demand, consent or other

“Plant”

achinery, equipment, furniture,
s, tools, vehicles and spare parts
e assets owned by the Seller and
n with the Business as listed in

A

“Property”

ed to in Schedule 4;

“the Purchase Price”

eration for the Business as set out

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“Stocks”

raw materials, components, work-
ed and unfinished goods, bought-
ables, and packaging materials
alf of the Seller in connection with

“the Third Party Assets”

n are used in the Business or are
of the Seller subject to leasing,
e-purchase agreements and are
5;

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“Transaction”

hase of the Business as effected

“the Transfer Time”

ess (which for this purpose shall
be 5.00 pm) on the date of

L

“TUPE Regulations”

Undertakings (Protection of
lations) 2006;

“the Warranties”

et out in Schedule 6 and a
e any one of them.

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2. [BUYER'S ACKNOWLEDGMENT]

The Buyer acknowledges that they have
their behalf and that they are

he sold have been inspected on
greement on the basis of that

S A M P L E

inspection and not in reliance on or on behalf of the Seller.]

warranty or statement made by

3. AGREEMENT FOR SALE AND PURCHASE

With effect from the Transfer Agreement, the Seller shall sell the Business as a going concern

subject to the terms of this Agreement and the Buyer shall buy the Business Assets:

- 3.1. the Goodwill;
- 3.2. the Stocks;
- 3.3. the Plant;
- 3.4. the benefit (subject to the Transfer Agreement);
- 3.5. the Intellectual Property;
- 3.6. the Property; and
- 3.7. all other assets owned by the Seller, other than the Excluded Assets.

Assets;

the Business but excluding the

4. EXCLUDED ASSETS

The following are excluded from the Business Assets:

- 4.1. all and any shares or other securities held by the Seller;
- 4.2. all cash in hand or any other assets representing them, in respect of which any, received as an advance payment, prior to the Transfer Time;
- 4.3. any right to any credit or other benefits and VAT recoveries, in respect of which gains made or deemed to be made, arising before the Transfer Time;
- 4.4. debts of the Business attributable to goods or services supplied after the Transfer Time;
- 4.5. the books and records of the Business which shall be given to the Buyer;
- 4.6. the Third Party Assets; and
- 4.7. [other].

companies held by the Seller; cheques and all other securities held by the Seller, other than those, if any, which are to be supplied after the Transfer Time;

specifically HMRC repayments made to or by the Seller or profits or losses of the Seller in respect of any matter

arising after the Transfer Time (except amounts payable to the Business after the Transfer Time);

required by law to retain (copies of which shall be given to the Buyer at they are required);

5. PURCHASE PRICE

The Purchase Price shall be the sum of the Purchase Price and the Purchase Price Adjustment.

6. STOCKS

EITHER

6.1. Stocks have been valued in accordance with the Agreement.

amount>> for the purpose of this Agreement.

OR

The parties shall procure that the transfer of the Stocks shall take place within [7] days of the date of the Agreement.

the Stocks shall take place within the same basis as they were valued in accordance with the Agreement.

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for the Accounts at the
for subsequent transac

justed as necessary to account

- 6.2. Any dispute as to the va
a firm of [chartered acc
The accountants shall b
auditors and such other
making their decision,
arbitrators. Their decisi
binding on the parties a
the Buyer in such propo
- 6.3. The amounts agreed on
paid to the Seller imm
cumulated monthly at B
- 6.4. The Seller shall be lia
Transfer Time in respec

be referred for final settlement to
tly by the Seller and the Buyer.
e working papers of the Seller's
sonably consider necessary. In
act as experts and not as
e of obvious error) be final and
orne and paid by the Seller and
s specify.

previous sub-paragraph shall be
interest calculated daily and
plus [four] per cent.
all liabilities outstanding at the
Stock.

7. VALUE ADDED TAX (VAT)

- 7.1. The Purchase Price sha
- 7.2. The parties consider tha
business as a going cor
s.49 and Schedule 4 pa
- 7.3. The parties shall take a
that HMRC confirms this
- 7.4. To the extent that HM
Purchase Price, the B
determination, pay to th

be deemed to be a transfer of a
the Value Added Tax 1994,
efore not subject to VAT.
em may be necessary to ensure

T is payable on any or all the
ays of receiving Notice of such
AT specified by HMRC.

8. COMPLETION

- 8.1. Completion shall take p
the parties shall agree in
- 8.2. On Completion the Sella
8.2.1. execute, or procu
Buyer:
 - 8.2.1.1. all the Ass
 - 8.2.1.2. all books o
 - 8.2.1.3. all informa
including d
 - 8.2.1.4. all continu
 - 8.2.1.5. complete r
contracts a
 - 8.2.1.6. health and
 - 8.2.1.7. all docume
Intellectua
 - 8.2.1.8. the Contra
executed
Contracts
licences in
 - 8.2.1.9. all docume
transfer d
previously

ansfer Time at such location as

ase may be), and deliver to the

sferred by delivery;
oll and VAT records;
g to customers and suppliers,

mployees, including employment
cations;

other documents relating to the

t is a party together with duly
ssignment or novation of the
isite notices of, consents to and
nt of the Contracts;

the Property and duly executed
consents which are in a form
which are required to complete

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the sale a
the Buyer;
8.2.1.10. all other bo
8.2.1.11. the Disclos

- 8.3. On Completion the Buye
- 8.4. On Completion the Buy
- 8.5. The Buyer shall only be
- 8.6. If Clauses 8.1 to 8.5 ar
- 8.6.1. defer Completion
- 8.6.2. proceed to Compl
- 8.6.3. rescind this Agree

9. WARRANTIES

- 9.1. The Seller warrants to
- 9.2. Where any Warranty re
- 9.3. The rights and remedie
- 9.4. Each of the Warranties
- 9.5. The Seller agrees to inc
- 9.6. Subject to Clause 9.8, t
- 9.7. The Buyer shall not be e
- 9.8. Other than in the cases
- 9.9. Each of the parties ac

10. DEBTORS, CREDITORS AN

- 10.1. The Buyer shall use all
- 10.2. The Buyer shall delive

er of possession and control to
to the Business; and

Price.
ssession of the Property to the
e purchase of the Assets if the
sly.
ny respect at Completion, then
it may have under the terms of
party may unilaterally:
28 days later (and the provisions
8.6.1, shall apply to the deferred
e; or
to the defaulting party.

of the Warranties is true and
nent.
formation or belief of the Seller,
formation or belief of the Seller
nto the subject matter of the
t of the Warranties shall not be
of the Buyer.
otherwise specifically provided,
ty or any other provision in this
t all costs, claims and expenses
h any term of this Agreement or
es.
imited in monetary value, but no
e the expiry of [12] months from
n relation to any breach of any
ing to such breach have been
wilful non-disclosure, the Seller's
er under any of the Warranties,
e Price].
rom the Warranties, it has not
ndertaking.

ect the outstanding debts of the
half.
n relation to these outstanding
ch monies.

S A M P L E

- 13.2. The Seller warrants to the Buyer that:
 - 13.2.1. all sums due to the Seller by the Buyer have been or will be paid to the Seller, including commissions, expenses, taxes, social security contributions, national insurance, taxation and all other amounts payable by the Seller;
 - 13.2.2. all aspects of the Seller's obligations have been and will be complied with.
- 13.3. The Seller shall indemnify the Buyer for all liabilities arising out of:
 - 13.3.1. the employment of any Employee during the period ending at the Transfer Time;
 - 13.3.2. the termination of the employment of any Employee; and
 - 13.3.3. any act or omission of the Seller in breach of the TUPE Regulations.

14. GUARANTEE

- 14.1. In consideration of the Seller's obligations under this Agreement, and in consideration of the sum of <<Insert Sum>> and adequacy of which the Guarantor hereby irrevocably undertakes to guarantee the Seller's obligations under this Agreement:
 - 14.1.1. to guarantee the Seller's obligations under this Agreement;
 - 14.1.2. that every statement made by the Guarantor in connection with this Agreement is true and accurate;
 - 14.1.3. that it will indemnify the Buyer for all costs whatever, caused by any failure of the Seller to perform its obligations under this Agreement.
- 14.2. Subject to Clause 14.6, the Guarantor shall be released from its obligations under this Agreement if a waiver granted by the Buyer in connection with the guarantee shall continue in full force and effect, or the Guarantor shall have fully performed its obligations and liabilities to the Buyer under this Agreement.
- 14.3. Subject to Clause 14.6, the Guarantor shall be liable to pay (including legal expenses) the Seller for all costs and expenses incurred by the Buyer in taking any proceedings to enforce the guarantee and in satisfying its obligations and liabilities to the Buyer under this Agreement.
- 14.4. Subject to Clause 14.6, the Guarantor shall be deemed to be the Seller as principal debtor in connection with the Seller's obligations under this Agreement and not merely as a guarantor. Accordingly, the Buyer, before seeking to enforce any security it may hold in connection with the Seller's obligations under this Agreement, shall not be necessary for the Buyer to seek to enforce any security it may hold in connection with the Seller's obligations under this Agreement, or to take any steps or proceedings against the Seller.
- 14.5. Subject to Clause 14.6, the Guarantor shall be deemed to be the Seller under any documents which the Guarantor has signed or caused to be signed, or which constitute part of this Agreement.
- 14.6. The guarantee is limited to the sum of <<Insert Sum>> and shall not extend to the obligations of the Seller under any documents which the Guarantor has signed or caused to be signed, or which constitute part of this Agreement as if such documents were not signed or caused to be signed by the Guarantor.

15. CONFIDENTIAL INFORMATION

and including the Transfer Time shall include all salaries, wages, bonuses, commissions, national insurance, and all other amounts payable by the Seller. The Seller shall have been and will be complied with all its obligations and liabilities arising out of the employment of any Employee during the period ending at the Transfer Time of the employment of any Employee, which is deemed by virtue of the TUPE Regulations to be the property of the Buyer.

The Guarantor, in this Agreement, and in consideration of the sum of <<Insert Sum>> and adequacy of which the Guarantor hereby irrevocably undertakes to guarantee the Seller's obligations under this Agreement, shall be deemed to be the Seller as principal debtor in connection with the Seller's obligations under this Agreement and not merely as a guarantor. Accordingly, the Buyer, before seeking to enforce any security it may hold in connection with the Seller's obligations under this Agreement, shall not be necessary for the Buyer to seek to enforce any security it may hold in connection with the Seller's obligations under this Agreement, or to take any steps or proceedings against the Seller. The Guarantor shall be deemed to be the Seller under any documents which the Guarantor has signed or caused to be signed, or which constitute part of this Agreement as if such documents were not signed or caused to be signed by the Guarantor. The guarantee is limited to the sum of <<Insert Sum>> and shall not extend to the obligations of the Seller under any documents which the Guarantor has signed or caused to be signed, or which constitute part of this Agreement as if such documents were not signed or caused to be signed by the Guarantor.

TERMS

Information relating to the customer relationships or connections of, the

the customer relationships or

16.2. Each of the undertakings

16.2.1. considered by

16.2.2. a separate undertaking

separately and in accordance

with the restrictions in Clause

16.2.3. given for the purposes of the

Business and of the

Buyer to acquire the

Assets on the terms of this

Agreement.

able;

and is enforceable by the Buyer

to enforce any one or more of the

the Buyer the full benefit of the

consideration of the agreement of the

Assets on the terms of this

enforceable, but would be valid if

the area of application reduced, the

measures may be necessary to make it

16.3. Accordingly, if any restriction

any part of it were deleted

the restriction shall apply with

effect and be valid and enforceable.

17. THIRD PARTY ASSETS

17.1. The parties shall each

ensure that the leasing, rental, hire

of the Assets are subject to

the Transfer Time with the

Buyer. The Buyer shall have

the right to assign the

Assets to any person as a condition of

17.2. Pending assignment of

the Assets in Clause 17.1, the Buyer

shall be bound by the terms

set out in the Disclosure Letter)

17.3. If no written consent

has been obtained within a period

of 30 days, the Buyer shall be entitled

to assign the Assets to any person

as a condition of the assignment.

17.3.1. The Buyer shall

be entitled to retain possession

of the Assets with Clause 17.1 in

17.3.2. The Buyer shall

return it to the person to whom

it was assigned during the period following

17.4. The Buyer shall indemnify

the Seller with any of its obligations

under any of the Third Party Assets

17.5. The Seller shall indemnify

the Buyer with any of its obligations

under any of the Third Party Assets

during the period ending

ensures to procure that the benefit of

the assignments to which the Third Party

Assets are reasonably practicable after the

Transfer Time with the other relevant contracting party.

The Buyer shall have the right to assign the

Assets to any person as a condition of the

assignment. The Buyer shall be entitled to

retain possession of the Assets with Clause 17.1 in

17.3.2. The Buyer shall return it to the person to whom

it was assigned during the period following

17.4. The Buyer shall indemnify the Seller with any of its obligations

under any of the Third Party Assets during the period ending

17.5. The Seller shall indemnify the Buyer with any of its obligations

under any of the Third Party Assets during the period ending

17.4. The Buyer shall indemnify the Seller with any of its obligations

under any of the Third Party Assets during the period ending

17.5. The Seller shall indemnify the Buyer with any of its obligations

under any of the Third Party Assets during the period ending

17.4. The Buyer shall indemnify the Seller with any of its obligations

under any of the Third Party Assets during the period ending

17.5. The Seller shall indemnify the Buyer with any of its obligations

under any of the Third Party Assets during the period ending

18. THIRD PARTY RIGHTS

18.1. This Agreement and the

rights of the parties and their successors

shall be for their benefit, or be enforceable

against them, or be enforceable

18.2. Each party represents

and warrants that it has not

rescinded or agreed to any

assignment of the Agreement are not subject to

any other agreement.

in it are made for the benefit of

the parties and their successors and are not intended to

benefit any other person.

Each party represents and warrants that it has not

rescinded or agreed to any assignment of the Agreement

are not subject to any other agreement.

Each party represents and warrants that it has not

rescinded or agreed to any assignment of the Agreement

are not subject to any other agreement.

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19. VARIATION

No variation of this Agreement or on behalf of each of the parties

...ess it is in writing and signed by

20. SUCCESSORS

The rights and obligations of the permitted successor in title.

...his Agreement shall pass to any

21. WHOLE AGREEMENT

21.1. This Agreement, and any other Agreement between the parties, shall supersede any understanding or previous arrangement in relation to the matter they cover.
21.2. Nothing in this Clause 21 shall

...d to in it, constitute the whole Agreement and shall supersede any arrangements, understandings or previous arrangements in relation to the subject matter they cover.

...clude any liability for fraud.

22. WAIVER

22.1. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law shall prevent any future exercise of that right or remedy.

...right or remedy provided under this Agreement or by law shall prevent any future exercise of that right or remedy.

22.2. No single or partial exercise of a right or remedy shall preclude or restrict the future exercise of that right or remedy.

...edy under this Agreement shall not preclude or restrict the future exercise of that right or remedy.

23. PROVISIONS SURVIVING COMPLETION

Any provision of this Agreement which is intended to survive completion of the matter contemplated thereby and which has not been performed at the time of completion and other undertakings contained in this Agreement shall remain in full force and effect.

...uments referred to in it and any other documents referred to in it and any other documents being performed after but which are intended to survive completion and all Warranties and covenants contained in this Agreement shall remain in full force and effect.

24. FURTHER ASSURANCE

The Seller shall (at its reasonable expense) execute and deliver all such documents, and do all such other things as may be required for the purpose of giving effect to any document to which it is a party and to enjoy the benefit of ownership of the property.

...ly execute and deliver all such documents, and do all such other things as may be required for the purpose of giving effect to any document to which it is a party and to enjoy the benefit of ownership of the property.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is an original and which together constitute one and the same document.

...counterparts, each of which is an original and which together constitute one and the same document.

26. COSTS

Except where otherwise stated, the Seller shall bear its own costs in relation to and incidental to this Agreement and the Buyer shall bear its own costs in relation to and incidental to this Agreement, except that, if the Buyer shall lawfully exercise any right or remedy provided under this Agreement, the Seller shall indemnify the Buyer against its costs incurred by it in connection with this Agreement and its exercise of that right or remedy.

...y its own costs in relation to and incidental to this Agreement, except that, if the Buyer shall lawfully exercise any right or remedy provided under this Agreement, the Seller shall indemnify the Buyer against its costs incurred by it in connection with this Agreement and its exercise of that right or remedy.

27. SEVERANCE

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<<List contracts>>

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<<List employees and details>>

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<<List Plant>>

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A

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E

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<u>Asset</u>	<u>Owner</u>	<u>n</u>	<u>Date</u>

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[This warranty schedule is short extended depending on the tran

warranties and may need to be

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Except as disclosed in the Disclo

1. All information concerni Disclosure Letter is true,
2. All information concerni be disclosed to a prosp
3. The Seller and the Gu provisions of this Agre respective reasonable co ability to fulfil their respec
4. The Business has at all laws and regulatory r introduced as a result of,
5. Other than the Third Par and has the right to free
6. The Seller has all ne necessary to carry on th of which are valid and su
7. Every Contract is at arm and implied terms of eac
8. No Contract [which is discharged by frustration such Contract been sus any reason associated w
9. The Seller has no busine
10. There are no claims or Business nor are any suc
11. No third party has any in
12. The Plant is in good wor

ned in this Agreement and the in all material respects.

ould reasonably be expected to closed.

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to enter into and perform the ware of anything within their adversely affect their respective is Agreement.

n accordance with all applicable those laws and regulations ad of, COVID-19.

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e beneficial owner of the Assets

ents, permits and authorities e business is now carried on, all en affected by COVID-19.

as complied with all the express

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ess] has been terminated or nce of any obligation under any terially varied, in each case for

sert Name>>.

he Seller, the Guarantor or the threatened or anticipated.

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over any of the Assets.

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13. All the Stock is in good order and is at full price and is at a level to enable the Buyer to continue the Business.

at full price and is at a level to enable the Buyer to continue the Business.

14. A true and complete copy of all contracts, agreements, leases, rental, hire and hire purchase agreements relating to assets is attached to the Disclosure Letter.

, rental, hire and hire purchase agreements relating to assets is attached to the Disclosure Letter.

15. The Seller is the legal owner of all Intellectual Property rights used by the Seller all of which are protected by this Agreement.

the Intellectual Property rights used by the Seller all of which are protected by this Agreement.

16. The products and processes do not infringe any third party Intellectual Property rights.

do not infringe any third party Intellectual Property rights.

17. The Business has at all times complied with the practices required under the personal data protection Legislation. (**Data Protection Legislation:** means all legislation in force from time to time in the United Kingdom applicable to the processing of personal data and privacy including, but not limited to, the UK GDPR (as amended), the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (as amended).)

the personal data protection Legislation. (**Data Protection Legislation:** means all legislation in force from time to time in the United Kingdom applicable to the processing of personal data and privacy including, but not limited to, the UK GDPR (as amended), the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (as amended).)

18. All Stock, Plant and Property are insured against fire and other normal risks and all premiums are paid.

are insured against fire and other normal risks and all premiums are paid.

19. There are no outstanding claims which the Seller is aware of.

are there any circumstances of which the Seller is aware of which may give rise to a claim.

20. No major customer of the Business has ceased or threatened to cease trading with the Business within [30 days/60 days/90 days/120 days/180 days/240 days/360 days] before the date of this Agreement nor is any such customer likely to do so either by reason of COVID-19 or otherwise.

Business has ceased or threatened to cease trading with the Business within [30 days/60 days/90 days/120 days/180 days/240 days/360 days] before the date of this Agreement nor is any such customer likely to do so either by reason of COVID-19 or otherwise.

21. The Accounts disclosed to the Buyer are true and complete and have been prepared on the same basis as the Accounts for the last [5] years and no material adverse change has occurred since they were made up.

are true and complete and have been prepared on the same basis as the Accounts for the last [5] years and no material adverse change has occurred since they were made up.

22. The Business has in place a business continuity plan [including an IT disaster recovery plan] which would enable the maintenance or restoration of the Business upon the occurrence of any event or circumstance that may materially impair the ability of the Business to continue to trade in the event of a civil emergency, pandemic, or civil unrest.

business continuity plan which would enable the maintenance or restoration of the Business upon the occurrence of any event or circumstance that may materially impair the ability of the Business to continue to trade in the event of a civil emergency, pandemic, or civil unrest.

23. The Seller has identified the actual and emerging threats to the profitability, stability and continuity of the Business arising from COVID-19, the details of which are listed in the Disclosure Letter.

the actual and emerging threats to the profitability, stability and continuity of the Business arising from COVID-19, the details of which are listed in the Disclosure Letter.

24. The Disclosure Letter contains all the information required to be disclosed to the Buyer:

is:

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- an employment
- a curriculum vi
- terms of emplo
- pension arrang
- non-contractua

arrangements.

25. The Disclosure Letter co
have been Furloughed o

s of all Employees who are or
d copies of:

- the written terms
- all CJRS claims r
- any communicati

ble Furlough arrangements;
tions; and
g the CJRS.

26. The Disclosure Letter co
not been Furloughed or
work for [14] days or mor
paid.

s of all Employees who have
ave been absent and unable to
how such Employees are being

27. The Seller has complied
common law and any ap

bligations under statute,
ion to COVID-19.

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1.1 The Purchase Price shall be the sum of £<<Amount in figures>> (<<Amount in figures>> which shall be paid in cash on Completion by the Buyer)

1.2 The Assets shall have the following value for the purposes of the Purchase Price:

Goodwill £<<Amount in figures>>

Stocks £<<Amount in figures>>¹

Plant £<<Amount in figures>>

Contracts £<<Amount in figures>>

Intellectual Property £<<Amount in figures>>

Property £<<Amount in figures>>

Other assets £<<Amount in figures>>

1.3 Unless otherwise specified, the Seller shall be required to be made by the Buyer to the Seller pursuant to the terms of the Purchase Agreement by way of a [banker's] draft in favour of the Seller transfer to the following account:

Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>

¹ Subject to potential adjustment in accordance with the Purchase Agreement

Signed by <<Insert Name>> for
on behalf of <<Name of Seller>>
[LIMITED]

Signed by <<Insert Name>> for
on behalf of <<Name of Buyer>>
[LIMITED]

Signed by <<Insert Name>> for
on behalf of <<Name of Guarant>>
[LIMITED]

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