

[Name and Address of Buyer]

Dated: [Date]

**[Name] Limited (the Company)**

We refer to the [Name of Seller] (the Seller) (the Seller) of the issued shares

(1) [Name of Seller] (the Seller) of the whole

**General**

- 1. Words and Clauses
- 2. This letter (the Disclosure Letter)
- 3. The information disclosed, matters and
- 4. The disclosure (a) (b)
- 5. A disclosure in relation to
- 6. If there is any disclosure

in this letter

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**General disclosure**

- 7. This letter (the Disclosure Letter) is available in, or which is disclosed: (a) and all documents; (b) and all information; (c) and all information; (d)

in, or which is

disclosed:

and all

document;

and information



maintained by, or which is available on enquiry of, HM Land Registry, the land charges department at HM Land Registry and any public or local authority; and

(ii) an inspection and survey;

(e) an inspection (whether or not made) of the statutory registers and minute books of [the Company] [each Group Company];

- (f) a search (whether or not made) of the records available to the public concerning [the Company] [each Group Company] at Companies House in England and Wales as at the date which is one Business Day prior to the date of the Agreement;
- (g) a telephone search (whether or not made) of the Central Registry of Winding-up Petitions in relation to [the Company] [each Group Company] as at the date which is one Business Day prior to the date of the Agreement;
- (h) a search (whether or not made) of the UK Intellectual Property Office in relation to [the Company] [each Group Company] as at the date which is one Business Day prior to the date of the Agreement;
- (i) a search (whether or not made) of the Companies Register in relation to the Buyer or its subsidiaries and associated companies and documents enclosed

**Specific disclosure**

8. Without prejudice to the generality of the above, the Seller warrants that the following matters are not limited to the A

following facts, not by way of limitation [Number]

|                     |                    |
|---------------------|--------------------|
| <u>Warranty No.</u> | <u>Document(s)</u> |
| [Paragraph no.]     | [Document no.]     |
|                     |                    |

9. This letter is governed by the law of England.

with English law.

10. Please sign and return this letter to the Seller.

by signing

Yours faithfully

For and on behalf of  
[Name of Seller]

Accepted:



For and on behalf of  
[Name of Buyer]

Dated:

**Schedule – Index of Disclosure Documents**

- 1 [Document name]
- 2 [Document name]

