

[Print on reverse side of the letterhead paper]  
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To: <<Buyer>>  
<<Address>>

<<Date>>

Dear Sirs,

**Business Purchase Agreement**  
**Agreement")**

**Name of Business>> ("the**

### Introduction

1. This letter is the Disclosure Letter, entered into today between the Seller and the Buyer, pursuant to the Agreement, entered into today between the Seller and the Buyer.
2. All words and expressions used in this letter shall, unless the context otherwise requires, have the same meaning as in the Agreement.
3. The matters referred to in this letter shall be deemed to constitute the entire agreement between the Seller and the Buyer in the attached disclosure bundle for the purposes of the Warranties.
4. This letter and the information contained in it, are exceptions or modifications to the Warranties, but only to the extent that they are full, fair, accurate, not misleading, and include sufficient detail to enable the Buyer to understand the nature and scope of the impact of the exceptions and modifications on the Warranties.
5. Where any conflict arises between the information contained in this letter and the information contained in any document annexed or referred to in this letter, the information in this letter shall prevail.
6. Where a matter requires disclosure under more than one of the Warranties, the information in this letter shall be deemed to be disclosed in relation to every Warranty to which it applies.

### General Disclosure

In the light of the preceding paragraphs, the Seller hereby discloses the following:

1. all matters and information which are required to be disclosed, or provided for in the [un]audited annual accounts of the Company for the reference periods up to and including the Accounts Date;
2. [all matters and information which are required to be disclosed, or provided for in the [un]audited annual accounts of the Company for the reference periods up to and including the Accounts Date;]
3. [all information which is contained in the documents filed at the Companies Registry in relation to the Sale of the Company prior to Completion;]

4. all matters and information to in, or contemplated by, t
- [5. all information which is c  
<<Date>>, addressed to t  
Property;  
  - 5.1. all matters contain  
inspection of the tit
  - 5.2. all matters, acts or  
Register of Comm  
coal mining search  
Registry, a search  
authority or any oth  
other searches and  
not such searches  
as at <<Date>>;
  - 5.3. all matters which  
survey of the Prop  
whether or not such
  - 5.4. all matters which a  
carried out of the S  
whether such inves
- [6. all matters and information  
marks, patents and registe  
which are open to public i  
two day prior to Completion
- [7. all documentation maintain  
for public inspection in rela  
and]
- [8. all information maintained  
available for public inspec  
Completion.]

### Specific Disclosure

Without prejudice to the generalit  
set out below. The individual Wa  
paragraphs of schedule <<Numbe

Warranty number	Disclosure
<<Insert>>	<<Insert>>

are further disclosed the matters  
the individual paragraphs or sub-  
d are for ease of reference only:


.....  
For and on behalf of  
<<Name of Seller>>Limited

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

.....  
For and behalf of  
<<Name of Buyer>>Limited

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Listed

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