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Materiality Scrape Disclosure Schedules: Threshold Guide

> Laurent Capital is an independent M&A advisory firm headquartered in San Jose, California. It advises owners of founder-owned, family-owned and sponsor-backed B2B companies on sales, acquisitions and recapitalizations.

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Executive Summary

A **materiality scrape does not automatically remove every disclosure-schedule threshold**. Its effect depends on the operative purposes, the representations it reaches, the defined terms it incorporates, and its express exceptions. A **double materiality scrape** generally addresses both whether a representation has been breached and the amount of resulting indemnifiable loss. The shorthand does not establish how an affirmative disclosure list must be prepared. Practitioner guidance distinguishes these functions, and a filed asset purchase agreement expressly preserves materiality language in provisions requiring disclosure-schedule lists. (www.goulstonstorrs.com) (www.sec.gov)

For an owner or chief financial officer (CFO), the preparation decision is to separate **representation accuracy, disclosure requirements, breach analysis, and loss calculation**. Management supplies the underlying business facts; transaction counsel determines the agreement's legal effect and the appropriate schedule response. The company generally prepares the initial disclosure information because its personnel have the operational knowledge that outside counsel lacks. Accounting materiality requires a separate inquiry: neither a financial-reporting threshold nor an auditor's testing threshold automatically answers a purchase-agreement question. (www.cooleygo.com) (www.sec.gov) (pcaobus.org)

Available studies provide context rather than a company-specific answer. The **2026 SRS Acquiom study** describes **2,300+ private-target acquisitions worth $569 billion**, closed during **2020 through 2025**, for which the firm provided services. The **2025 American Bar Association (ABA) study** analyzes **139 agreements** involving private targets and public buyers, from **2024 and the first quarter of 2025**. These are different selected populations. Neither sample justifies treating a historical scrape percentage as the current probability that a particular owner's agreement removes its schedule thresholds. (www.srsacquiom.com) (www.americanbar.org)

The practical deliverable is a **representation-to-disclosure reconciliation matrix**, completed against the current draft and revisited before closing. It records the exact qualifier, expanded definitions, schedule trigger, breach treatment, loss treatment, carveouts, evidence, and unresolved counsel decisions. The matrix below leaves hypothetical legal outcomes open for counsel. It also separates the agreement from any

representations and warranties insurance (RWI) policy: insurance wording can modify a provision for coverage purposes without changing the agreement between buyer and seller. This report concerns preparation for a US-law sale; it does not recommend accepting or rejecting a clause. (www.benchmarkintl.com) (www.cliffordchance.com) (www.aon.com)

Introduction and Background

An owner reviewing a purchase agreement may see a representation qualified by “material,” a schedule requesting “Material Contracts,” and an indemnification provision instructing the parties to disregard materiality. The immediate operational question is whether the internal team should investigate and report matters below the apparent disclosure threshold. Answering it requires reading the provisions together, including their different purposes. Materiality qualifiers can affect disclosure, closing conditions, breach determination, and loss calculation, rather than performing one uniform function throughout the agreement. (www.goulstonstorrs.com) (velawood.com)

A **representation** is a contractual statement about the business. A **disclosure schedule** supplies requested information or identifies exceptions to those statements. An affirmative list of specified agreements serves a different function from an exception to a statement about compliance. The distinction matters when counsel determines what a scrape changes and what information the seller must assemble. A schedule may perform both functions at once. (www.dentons.com)

This report addresses founders, family owners, and CFOs preparing a North American business for a US-law transaction. Its focus is the factual investigation before signing and the process for refreshing that work through closing. From Laurent Capital's transaction-preparation perspective, the useful output is a coordinated evidence package for the company's qualified M&A counsel and accounting professionals. Legal construction belongs to counsel; establishing and explaining accounting facts belongs to the accounting team.

Preparation should proceed alongside agreement drafting. Waiting for a near-final agreement can leave the people assembling disclosures working from outdated instructions. Professional guidance recommends developing schedules with the main agreement, while separately checking whether closing conditions use standards that differ from the indemnification provisions. The discussion therefore treats signing, closing, and post-closing claims as separate review points. (darroweverett.com) (www.morse.law)

Key Changes: What a Materiality Scrape Can Change

Breach and loss are separate inquiries

A **loss-only scrape** preserves the applicable materiality condition when determining whether there is a breach, while disregarding specified qualifiers when measuring recoverable losses after a qualifying breach. A **double scrape** reaches both inquiries. Some practitioners also use “single scrape” for a breach-only formulation. The operative verbs and purposes therefore carry more information than the label. (velawood.com)

The ABA's original study illustrates the distinction by separately categorizing language applying for all indemnification purposes and language applying solely to determining losses. This is a useful reading discipline: underline the provision addressing breach, then separately underline the provision addressing loss. Do not infer that either instruction also changes the disclosure schedules or the conditions to closing. (media.taftlaw.com)

A public asset purchase agreement supplies a concrete example. Its indemnification provision disregards specified materiality qualifiers for calculating losses, expressly **not for determining whether a breach occurred**. That language is evidence of one negotiated structure, not a standard applicable to every agreement. Owners should ask counsel to describe their actual provision in equally explicit terms. (www.sec.gov)

A defined label can delimit the subject matter

“Material Contracts” may be a defined category containing monetary tests, contract types, exceptions, and aggregation rules. It should not automatically be read as “all contracts” merely because it includes the word material. In one filed merger agreement, the scrape expressly preserves “material” in the definition of **Material Contracts**. The exception makes the defined category part of the reading exercise. (www.sec.gov)

That agreement's contract-list representation includes a test covering payments, receipts, or potential obligations aggregating **$100,000 or more in any calendar year**. The important point is the architecture: the period, aggregation language, and covered obligations matter alongside the amount. This is a contract-specific example, not a recommended threshold or evidence of a typical lower middle market term. (www.sec.gov)

Disclosure instructions can be expressly preserved

The filed asset purchase agreement discussed above also preserves materiality terms in portions of representations requiring disclosure-schedule lists, for all purposes under that agreement. A clause can therefore contain a loss scrape and a separate protection for affirmative listing requirements. That is why “there is a scrape” is an incomplete instruction to the person compiling contracts or permits. (www.sec.gov)

Morse's practitioner analysis identifies an express exception for affirmative disclosure requirements as a possible negotiated limitation. The owner-facing task is to locate any such exception, record its scope, and ask whether it covers each relevant list. An exception for listed contracts should not be silently extended to unrelated representations, or assumed to resolve a separate statement that no default exists under those contracts. (www.morse.law) (velawood.com)

These distinctions change the investigation plan. A team needs to know which factual population to search, which exceptions to describe, and which questions remain unresolved. It should preserve the underlying information while counsel determines the schedule treatment. A provisional business judgment that an item is small should not substitute for that determination.

Implementation Considerations and Process Changes

The first process change is to give the factual team separate instructions for the different legal inquiries. Counsel can supply a schedule shell aligned with agreement sections; management can then populate it with evidence rather than trying to infer the legal standard from an isolated adjective. Cooley describes this division of work and the use of corresponding schedule sections. (www.cooleygo.com)

Table 1 separates the questions the working team should record. It is a preparation framework, not a set of legal conclusions about any particular agreement.

Inquiry	Question for the review	Working responsibility
Representation standard	What statement is made, about which entities, facts, and period, with which qualifications?	Counsel identifies the contractual statement; management verifies its factual basis.
Disclosure standard	Is the schedule an affirmative list, an exception to a statement, or both? Are thresholds expressly preserved?	Counsel determines the disclosure instruction; the relevant factual owner assembles responsive information. (www.sec.gov)
Breach standard	Does the scrape apply when deciding whether a representation has been breached?	Counsel reads the operative scope and exclusions. (www.goulstonstorrs.com)
Loss standard	After an eligible breach, which qualifiers and other limits affect the loss calculation?	Counsel determines contractual treatment; accountants support amounts and calculations. (media.taftlaw.com)

The table makes a common coordination problem visible: the person identifying a contract may be answering a different question from the person evaluating a potential indemnity. The working file should preserve both the original representation and counsel's explanation of the relevant indemnification reading.

A practical preparation sequence is:

- **Assign factual owners.** Use personnel familiar with the relevant operations, contracts, permits, financial records, and employment matters. Keep continuity between diligence participants and schedule reviewers. (www.ebglaw.com)
- **Collect complete records.** Organize signed agreements, amendments, statements, correspondence, and registers so reviewers can follow each proposed disclosure to its evidence. (www.cooleygo.com)
- **Track the governing draft.** Record the agreement version and schedule version used for each review. Circulate relevant redlines to the people preparing responses. (www.benchmarkintl.com)
- **Reconcile existing answers.** Compare the schedule with diligence responses and resolve inconsistencies before treating either as complete. (www.ebglaw.com)
- **Check document completeness.** A contract entry should prompt a search for amendments and supplements, not just the original signed instrument. (www.benchmarkintl.com)
- **Escalate uncertainty.** Record an unresolved threshold or definition as a counsel question, with the underlying facts attached.
- **Maintain the process.** Develop the schedules alongside the main agreement so the factual work follows changes in the contractual instructions. (darroweverett.com)

Keep an internal search record covering:

- **Scope:** Entities, locations, periods, and records searched.
- **Evidence:** Document identifiers, dates, and responsible reviewers.
- **Status:** Confirmed facts, outstanding records, and uncertainty.
- **Decision:** Counsel's instruction and the applicable draft.
- **Refresh:** Changes requiring renewed review before closing.

This sequence is deliberately evidence-centered. The team can identify facts and document sources before counsel resolves every drafting question. It should distinguish “not found after the documented search” from “not applicable” and from “awaiting legal interpretation.” Those internal statuses make review more useful without purporting to decide whether a representation is accurate.

The Representation-to-Disclosure Reconciliation Matrix

A **representation-to-disclosure reconciliation matrix** connects the contractual text to the investigation plan. Begin with the current schedule shell and add the indemnification reading beside it. The section correspondence helps reviewers avoid working from a generic checklist after the agreement has changed. (www.cooleygo.com)

Table 2 contains **hypothetical examples** for absence of changes, financial statements, and listed permits. Blank disclosure, breach, and loss cells are intentional: qualified counsel must complete those legal assessments against the actual agreement. The quoted fragments are illustrative inputs, not proposed contract language.

Representation section	Factual owner	Exact qualifier	Defined-term references	Disclosure trigger	Breach treatment	Loss treatment	Carveout to examine	Supporting document	Unresolved counsel decision
Absence of changes (Hypothetical Example)	CFO and operating lead	“Material Adverse Effect”	Balance Sheet Date; Material Adverse Effect; Business				Any section-specific exclusion; exceptions inside the definition	Dated operational-change log and supporting records	What remains after the definitions and scrape are read together?
Financial statements (Hypothetical Example)	CFO and accounting team	“fairly present ... in all material respects”	Financial Statements; Generally Accepted Accounting Principles				Any express fair-presentation exclusion	Statements, accounting policies, reconciliation of identified differences	Which accounting facts need explanation, and what is their contractual treatment?

Representation section	Factual owner	Exact qualifier	Defined-term references	Disclosure trigger	Breach treatment	Loss treatment	Carveout to examine	Supporting document	Unresolved counsel decision
Listed permits (Hypothetical Example)	Operations and compliance lead	“all material Permits”	Permits; Business; Subsidiaries				Any preservation of affirmative lists or subject-matter definitions	Permit register, renewals, conditions, correspondence	Does the qualifier define the listed population, and is it preserved?

The matrix's value lies in exposing unresolved connections, rather than filling every cell with an assumed rule. A filed agreement expressly excludes fair-presentation materiality from its defined scrape; that concrete exception shows why the financial-statements row needs its own review. The same agreement separately specifies application to breach and losses, so a section reference alone does not replace the full reading. (www.sec.gov)

For each row, preserve an unedited copy of the relevant representation and definition chain. Add the schedule instruction, the scrape, and each potentially relevant exception. The internal record should distinguish text that defines a factual population from text that qualifies the accuracy of a statement about that population. The final interpretation belongs to counsel.

Keep the accounting analysis beside the legal analysis. SEC Staff Accounting Bulletin No. 99 addresses financial statements filed with the Commission, while PCAOB auditing guidance distinguishes tolerable misstatement from overall financial-statement materiality. These sources help explain why an auditor's threshold should not simply populate a contractual disclosure cell for a private seller. The seller's accounting professionals should identify the applicable framework and factual implications. (www.sec.gov) (pcaobus.org)

Finally, review the wording of the proposed exception itself. Jenner's US transaction guidance cautions against disclosure schedules inadvertently creating additional representations. The matrix should preserve the supporting facts and the open question, while counsel controls the legal formulation delivered to the buyer. (www.jenner.com)

Reading a Clause and Its Definitions (Hypothetical Example)

Consider an **expressly hypothetical reading exercise**. An absence-of-changes representation uses the abbreviated phrase “since the Balance Sheet Date ... no Material Adverse Effect.” The defined term includes an effect materially adverse to the business, financial condition, or operating results, with specified economic exclusions and a disproportionate-impact qualification. An indemnification provision addresses materiality solely when determining breach and Losses, subject to listed exceptions.

No conclusion follows from deleting the word “material” in those fragments. The exercise requires counsel to determine what the complete provisions mean together. Public agreement language demonstrates that defined-term references can themselves be expressly excluded from a scrape, making the treatment of definitions an independent contractual question. (www.sec.gov)

The team should work through these steps:

- **Establish the period.** Identify the actual Balance Sheet Date and the date on which the representation is made or repeated.
- **Expand the definition.** Set out the complete Material Adverse Effect definition, including its exceptions and any qualifications to those exceptions.
- **Locate the operative instruction.** Identify whether the scrape reaches breach, losses, or another purpose. The ABA study expressly distinguishes loss-only language from broader indemnification language. (media.taftlaw.com)
- **Locate every exclusion.** Check section references as well as named phrases. A filed merger agreement's scrape excludes a particular representation by section number. (www.sec.gov)
- **Describe the facts.** Have the operating lead and CFO identify relevant changes, dates, records, and accounting consequences without making the legal determination.
- **Obtain the schedule decision.** Ask counsel what to disclose, where to disclose it, and what questions remain open under the actual drafting.

Suppose the factual review identifies a customer-contract change and a permit renewal issue. Those are hypothetical facts, not assumed breaches. The working file should preserve the documents and chronology, then ask whether each matter is responsive to this representation, another representation, or an affirmative list. A description that is useful internally may require revision before it becomes a negotiated disclosure.

A separate filed agreement illustrates why the threshold population also deserves attention: its Material Contracts provision covers agreements or related groups of agreements involving future payments, goods, or services reasonably expected to exceed **$75,000 in a future twelve-month period**. A reviewer considering only historic cash paid under one document would be asking a narrower question than that clause asks. This observation concerns that clause's wording, not the hypothetical agreement's legal effect. (www.sec.gov)

The output of the exercise is a set of **documented factual findings and counsel decisions**. It is not a claim that a defined term always expands, that every exception disappears, or that identifying a potential breach establishes recoverable damages. The matrix keeps those questions separate until the appropriate reviewer resolves them.

Indemnification, Other Remedies, and Insurance

The scrape is only one instruction within the recovery framework. Its scope should be read alongside the agreement's separate liability controls. CMS's original study treats caps, de minimis limitations, baskets, and limitation periods as distinct risk-allocation subjects. The preparation file should likewise avoid treating a scrape as a complete answer to whether money is payable. (cms.law)

Knowledge deserves a separate entry. A materiality scrape should not be assumed to remove a knowledge qualification merely because both limit a representation. Goulston & Storrs discusses a knowledge scrape as a separate mechanism eliminating knowledge qualifiers. Counsel should identify the relevant knowledge definition, the people it covers, any inquiry requirement, and any express modification. (www.goulstonstorrs.com)

The same discipline applies to remedies outside the specified indemnification article. Counsel should map the scrape's stated purposes against closing conditions, any exclusive-remedy provision, and any separately defined “Fraud” exception. This is a generic contract-review question, not a suggestion of wrongdoing. Practitioner guidance identifies the potential divergence between closing standards and indemnification standards; the review should preserve that distinction rather than assume one reading governs both. (www.morse.law)

RWI is a separate document review. Clifford Chance explains that a synthetic policy modification can change a provision for policy purposes while leaving the buyer-seller agreement unchanged. Its US guidance also describes underwriters typically preserving materiality in defined terms and absence-of-changes representations. These are reasons to inspect the negotiated policy, not to predict an individual insurer's coverage decision. (www.cliffordchance.com)

Aon's coverage description refers to covered losses arising from breaches of certain representations and warranties. Vanbridge's guide separately identifies actual knowledge and known or disclosed matters among policy exclusions. Establishing a contractual breach therefore does not, by itself, establish that an insurer must pay the claimed amount. McDermott also describes adjustments to covered loss for collateral benefits, including other recoveries and tax benefits. (www.aon.com) (www.vanbridge.com) (www.mcdermottlaw.com)

Questions for counsel and the insurance adviser include:

- **Scope:** Which representations and purposes does each scrape reach?
- **Knowledge:** Which definition applies under the agreement and which under the policy? Actual knowledge is itself a negotiated policy concept. (www.mcdermottlaw.com)
- **Exclusions:** Which matters or categories fall outside the policy or the agreement's general indemnity?
- **Retention:** What must be borne before coverage can respond, and what separate coverage conditions remain?
- **Loss:** Which amounts, offsets, and supporting evidence are relevant to the calculation?
- **Other remedies:** Does a different contractual instruction govern another remedy or closing condition?

The point of this review is coordination. A schedule decision, an accounting analysis, an agreement interpretation, and an insurance coverage assessment may concern the same underlying event while answering different questions. The working team should maintain links between those records without treating one conclusion as a substitute for the others.

Data Analysis and Evidence

The available quantitative evidence is useful for understanding study scope and deal architecture. It is less useful for predicting the effect of an individual clause. As of **November 2026**, the sources below describe different populations and methods. Their figures should remain attached to the study that produced them.

Table 3 compares the original producers' stated samples.

Original source	Published sample and period	Appropriate use and limit
SRS Acquiom, 2026 M&A Deal Terms Study	**2,300+ private-target acquisitions; $569 billion; closed 2020 through 2025**. (www.srsacquiom.com)	Context from transactions for which SRS provided services; not a census of all private-company sales. (www.srsacquiom.com)
ABA, 2025 Private Target Deal Points Study	**139 agreements**, involving private targets acquired by public buyers, covering **2024 and first-quarter 2025** transactions. (www.americanbar.org)	A selected public-buyer agreement sample; its population should not be equated with every owner-led sale. (www.americanbar.org)
CMS, 2026 European M&A Study	**601 CMS-advised transactions across Europe in 2025**. (cms.law)	A different geography and adviser-selected sample; not a US prevalence estimate.

The comparison shows why a large sample is not automatically the right denominator. Service-provider involvement, public-buyer disclosure requirements, geography, and deal-selection rules affect what a statistic describes. (cms.law) The ABA original report also labels its scrape charts by subsets, including deals with baskets and deals where a scrape is included. A percentage within one of those subsets should not be presented as a percentage of all acquisitions. (media.taftlaw.com)

The ABA summary reports that **63%** of the sampled transactions referenced RWI, using the agreement reference as a proxy for its use. This is relevant to the need to read the policy alongside the agreement. It is not an observed payout rate, a guarantee of coverage, or a measure of how many small sellers can avoid disclosure work. (www.americanbar.org)

The SRS rolling landing page authenticates the current study's stated scope. It should not be used to authenticate every scrape percentage attributed to earlier editions. A historical percentage requires the dated report, the relevant table, and its denominator. This report consequently does not supply a purported current US scrape-prevalence rate. The available sample descriptions support a more limited conclusion: actual documents and study definitions must remain visible. (www.srsacquiom.com) (media.taftlaw.com)

Basket arithmetic (Hypothetical Example)

Assume **$150,000 of otherwise eligible aggregate losses**, a **$100,000 basket**, all relevant triggers satisfied, and no other limits or exclusions. Under a deductible structure, the amount above the basket is **$50,000**. Under a tipping structure that permits recovery from the first dollar once the trigger is met, it is **$150,000**. Dentons distinguishes these general structures; the amounts here are invented solely to show the arithmetic. (www.dentons.com)

The calculation does not determine whether any breach occurred, whether each claim qualifies, or which losses enter the basket. Those questions come first. A scrape and a basket address different parts of the analysis; using an internal review cutoff equal to the basket would skip those earlier questions.

Implications and Future Directions

The preparation process should produce a controlled list of facts, supporting documents, and unresolved decisions. Its most useful feature is **traceability**: reviewers can move from a representation to its definitions, from the definitions to the factual search, and from a proposed disclosure to the evidence supporting it.

Relevant agreement redlines should trigger a focused recheck of the affected work. Benchmark specifically recommends circulating each new redline to schedule preparers. (www.benchmarkintl.com)

Signing does not end that process when closing occurs later. DarrowEverett advises deciding whether schedules can be updated, how updates occur, and whether supplemental disclosures have legal effect. The team should ask separately about the closing condition, any bringdown certificate, and indemnification treatment. Sending an updated list should not be assumed to resolve all of those questions. (darroweverett.com)

A **virtual data room (VDR)** can support this work, but counsel must determine its contractual disclosure effect. Goodwin's US guidance distinguishes the data room as an information repository from specific schedule disclosures that qualify representations. Jenner describes negotiated cross-disclosure language turning on whether applicability elsewhere is readily apparent. The agreement, rather than the existence of an uploaded document, supplies the relevant instruction. (www.goodwinlaw.com) (www.jenner.com)

The owner's final review can be organized around these questions:

- **For counsel:** Are the representations, definitions, schedules, and indemnification provisions being read against the same draft?
- **For counsel:** Which affirmative lists, dollar thresholds, subject-matter categories, and section-specific exceptions survive?
- **For the CPA:** Which identified differences require accounting explanation under the applicable framework?
- **For the CPA:** Is an audit-testing threshold being confused with financial-statement materiality? PCAOB guidance distinguishes tolerable misstatement from overall materiality. (pcaobus.org)
- **For the insurer or broker:** Which synthetic modifications, exclusions, and knowledge definitions change the policy reading?
- **For management:** Have operational changes been communicated to the legal team? Epstein Becker Green recommends coordination on changes affecting contracts, permits, and business condition. (www.ebglaw.com)

As the draft evolves, the matrix should evolve with it. A new definition, a changed lookback period, or an added carveout is a reason to reopen affected rows rather than assume the previous factual search remains responsive. The objective is a reviewable preparation record, not a promise that a checklist prevents a claim.

Frequently Asked Questions (FAQs)

Does a materiality scrape remove disclosure-schedule dollar thresholds?

Not automatically. Morse identifies specific numerical thresholds as an alternative to general qualifiers, and Vela Wood's illustrative scrape expressly excludes specific monetary thresholds. Counsel must check the actual provision, definitions, schedule instructions, and exceptions before the team treats a negotiated dollar threshold as removed. (www.morse.law) (velawood.com)

Does a double materiality scrape require disclosure of everything?

The label describes treatment of breach and losses, not an unlimited instruction to list every fact about the company. The relevant representations and any preserved affirmative disclosure requirements still need to be identified. Morse discusses an express affirmative-disclosure exception as a possible negotiated limitation. (www.morse.law)

Can the team use its audit threshold as the schedule cutoff?

That requires separate analysis. SEC guidance rejects treating a financial-statement misstatement as immaterial solely because it falls below a numerical threshold. PCAOB guidance also considers qualitative factors. Neither source sets the contractual disclosure threshold for every private seller; counsel and the accounting team must address their respective questions. (www.sec.gov) (pcaobus.org)

Is the indemnity basket a sensible internal investigation cutoff?

The basket determines a recovery calculation under its wording. It does not itself tell the team which facts must be investigated or disclosed. Deductible and tipping structures can produce different recovery amounts from the same assumed eligible losses, making it necessary to keep disclosure and basket questions separate. (www.dentons.com)

Does uploading a document to the data room complete disclosure?

Counsel must determine the agreement's disclosure requirements. Goodwin distinguishes the US data room's repository function from specific schedule disclosures. The internal matrix should record the relevant upload and the proposed schedule location, then leave counsel to determine whether the negotiated disclosure standard is satisfied. (www.goodwinlaw.com)

Does a schedule update before closing cure an earlier issue?

An update's legal effect depends on the agreement. The parties should address whether updates are permitted and what effect supplemental disclosures have. Ask counsel separately about the representation, the closing condition, any required consent, and indemnification treatment before treating an updated schedule as a complete resolution. (darroweverett.com)

Does RWI remove the need for internal disclosure work?

The policy requires its own analysis. Synthetic policy modifications can differ from the agreement, and Aon describes coverage in terms of covered losses from specified representation breaches. The owner should coordinate the factual review with counsel and the insurance adviser, using the actual negotiated documents. (www.cliffordchance.com) (www.aon.com)

What are the seller risks of a materiality scrape?

Preparation risks include an incomplete factual search, an unresolved definition, and a mismatch between the agreement and policy review. Company personnel supply the initial factual information, while synthetic insurance modifications require their own reading. The seller should document open questions and obtain counsel's schedule decision for each affected representation. (www.cooleygo.com) (www.cliffordchance.com)

Conclusion

The useful answer to the owner question is a **documented reading and investigation process**. A materiality scrape can change how representations are evaluated for indemnification, including both breach and loss when the operative provision reaches both. That does not establish a uniform disclosure rule for every representation, defined category, or affirmative schedule list. The actual scope and exceptions control the questions counsel must resolve. (www.goulstonstorrs.com)

The reconciliation matrix turns that distinction into work the business can organize. For each representation, preserve the text and definition chain, assign a factual owner, identify supporting records, and record the unresolved disclosure, breach, and loss questions. Counsel determines the contractual effect. The accounting team establishes and explains accounting facts. Management supplies operational knowledge and keeps the evidence current.

Market studies support context rather than shortcuts. SRS's service-client sample and the ABA's public-buyer sample describe selected transaction populations. Their findings should remain attached to those populations rather than become assumptions about a particular owner's agreement. A historical table or a general clause label cannot replace the actual drafting review. (www.srsacquiom.com) (www.americanbar.org)

Before signing, the team should be able to trace each proposed exception to evidence and each unresolved threshold to a named reviewer. Before closing, it should revisit affected rows as the agreement and facts develop. The decision is what investigation and disclosure work remains to be done, with qualified professionals determining the legal and accounting answers.

Source links

Links cited in this article, in order of first appearance. Full addresses are provided for readers using extracted text.

1. https://www.goulstonstorrs.com/insights/article/what-s-market-the-materiality-scrape
2. https://www.sec.gov/Archives/edgar/data/1772720/000162828024049189/ex-21xassetpurchaseagreeme.htm
3. https://www.cooleygo.com/what-is-a-disclosure-schedule-and-why-do-i-need-to-prepare-one
4. https://www.sec.gov/interps/account/sab99.htm
5. https://pcaobus.org/oversight/standards/auditing-standards/details/AS2105
6. https://www.srsacquiom.com/our-insights/deal-terms-study
7. https://www.americanbar.org/groups/business_law/resources/business-law-today/2025-december/aba-2025-private-target-mergers-acquisitions-deal-points-study
8. https://www.benchmarkintl.com/insights/the-importance-of-disclosure-schedules-in-mergers-acquisitions
9. https://www.cliffordchance.com/insights/resources/blogs/insurance-insights/2025/06/representation-and-warranty-insurance-deal-dynamics-agreement-and-schedule-modifications.html
10. https://www.aon.com/en/capabilities/mergers-and-acquisitions/representations-and-warranties
11. https://velawood.com/indemnification-in-ma-contracts-part-v-materiality-scrapes
12. https://www.dentons.com/en/insights/articles/2019/july/30/materiality-scrapes-in-m-a-transactions
13. https://darroweverett.com/disclosure-schedules-mergers-acquisitions-private-equity-deals

14. https://www.morse.law/news/materiality-scrape
15. https://media.taftlaw.com/wp-content/uploads/2025/12/17131420/2025-ABA-MA-Deal-Points-Study-196749286-v1.pdf
16. https://www.sec.gov/Archives/edgar/data/850261/000110465921046346/tm2111982d1_ex2-1.htm
17. https://www.ebglaw.com/health-law-advisor/proven-strategies-to-avoid-potential-landmines-in-disclosure-schedules
18. https://www.sec.gov/Archives/edgar/data/1326160/000132616016000401/a10-12x16form8xkexhibit22f.htm
19. https://www.jenner.com/a/web/ckbNAGR2bK2M77MzYxYHyj/4HRMZQ/NordicNewsletter1stEdition.pdf?1460564293=
20. https://cms.law/en/gbr/publication/cms-european-m-a-study-2026
21. https://www.vanbridge.com/wp-content/uploads/2023/11/2023-Vanbridge-Reps-and-Warranties-Reference-Guide.pdf
22. https://www.mcdermottlaw.com/insights/underwriting-process-timeline-key-coverage-terms
23. https://www.goodwinlaw.com/en/insights/publications/2023/11/insights-privateequity-ma-cross-border-transaction-risk-insurance

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