
CASEBOOK / SEPTEMBER 2026

Project Meridian

The learner casebook for Corporate Transactions, M&A & Private Capital.
A fictional client matter.

Careful reading. Applied work.
Accountable professional judgment.

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A note on this edition

These materials support an editorial learning pilot. Exercises use fictional matters and are not legal advice. No accredited award or practising qualification is offered. Read the stated scope and assessment conditions before you begin.

Edition 1 · 12 September 2026 · Original fictional transaction documents.

All names, financial information and documents are invented for education. They are not statements about real companies and are deliberately incomplete. Main transaction: England and Wales company/contract context. A separate comparison packet concerns US venture financing; do not apply its assumptions to the main transaction. No filing, signature, investment recommendation or transfer of real money is authorised.

M01 — transaction instruction

Fictional Harbour Acquisition Ltd proposes to acquire 75% of the existing issued shares of Meridian Commerce Ltd. The remaining holders retain 25% of existing shares before a separately proposed primary investment. The buyer also proposes to subscribe £1m of new cash into Meridian at a separately agreed valuation that remains unresolved. Do not assume the 75% ownership survives the primary investment unchanged.

Reference enterprise value: £8m. Agreed provisional included debt: £1.5m. Included cash: £0.4m. Reference working capital: £0.6m; provisional completion working capital: £0.45m. For the initial exercise only, reduce price pound-for-pound for the shortfall; ignore tax/fees except where expressly supplied. Verify definitions and avoid double counting.

You prepare supervised diligence, structure and closing recommendations. The facilitator acts as supervising counsel. No student may waive a condition, approve a tax position, certify title, send client advice or treat the exercise as a real engagement.

M02 — issued-share register extract

Fictional holder	Ordinary shares	Register status
Founder A	450,000	Recorded
Founder B	300,000	Recorded
Seed Investor Ltd	150,000	Recorded
Issued total	900,000	One stated class

All shares are assumed to carry one vote for the numerical exercise. This assumption does not establish actual class rights or valid issuance. No nominal-value, allotment-authority or pre-emption conclusion should be invented from the table alone.

M03 — option records

Board minute extract: "Approve options over 60,000 shares for the staff scheme, subject to final documentation." Spreadsheet: Employee One 30,000; Employee Two 30,000; Employee Three 20,000. Total spreadsheet grants: 80,000. A pitch deck says "fully diluted equity: 1,000,000 shares including 100,000 option pool." Individual option agreements and later approval are not supplied.

Keep issued, proposed/granted and fully diluted assumptions separate. Your task is to reconcile and request evidence, not to decide that the missing 20,000 was authorised or to erase it.

M04 — constitutional and shareholder-document extracts

Original teaching articles extract: the board manages the company subject to law and the articles; board quorum is two eligible directors; directors must disclose relevant interests and follow applicable conflict rules; proposed new share issues require review of the relevant statutory and constitutional authority.

Original shareholder agreement extract: Seed Investor consent is required for a sale resulting in another person controlling more than half the votes, a new share class, and borrowing over £750,000. Transfer provisions include an offer process to existing holders unless waived in accordance with the agreement. No waiver is supplied. The agreement's interaction with articles and statutory rules needs analysis.

Board email: Founder A is also a director of the proposed buyer's supplier. The nature and relevance of the interest are unclear. Do not assume either no conflict or automatic invalidity. Request details and proper review.

M05 — heads of terms and draft purchase provisions

1. Structure: 75% secondary acquisition plus a separately proposed primary subscription; ownership and sequencing remain to be reconciled.
2. Price: enterprise-to-equity bridge in M01, subject to agreed completion accounts. "Debt" includes principal and accrued interest under the defined lender facility; treatment of deferred revenue and transaction bonuses is unresolved.
3. Conditions: required investor approval, key customer consent and lender arrangements; draft says "buyer may waive any condition," without distinguishing legally non-waivable requirements.
4. Business warranty: sellers state that all material contracts are in force and no change-of-control consent is required. Compare with M06.
5. IP warranty: target owns or has sufficient rights to business-critical technology. Compare with M07.

6. Disclosure: sellers propose all documents “made available” as general disclosure; the data-room index and disclosure standard are not agreed.
7. Claim limitations: general cap 20% of seller consideration; basket £50,000 described only as “applicable to aggregate claims.” Deductible/tipping mechanism is unresolved. No agreed notification procedure.
8. Interim conduct: target continues ordinary business and seeks buyer consent for material commitments; operation before clearance and competition-sensitive information need specialist review where relevant.
9. Completion: ownership transfer, payment and releases occur according to a completion sequence to be agreed. No deemed satisfaction of missing consents.

M06 — ten fictional commercial contract extracts

ID	Relationship / annual value	Relevant original provision	Evidence state
C01	Anchor Customer Ltd / £700,000 revenue	Prior written consent required if more than 50% of target voting control changes; counterparty may terminate for unconsented change	Signed extract; consent absent
C02	Brook Customer Ltd / £350,000 revenue	Assignment requires consent; no supplied change - of - control wording	Main agreement signed; amendment missing
C03	Cloud Supplier Ltd / £60,000 cost	Service licence is for target's own operations; affiliate access requires written approval	Signed
C04	Data Partner Ltd / £45,000 cost	Processor schedule incorporated by reference	Schedule absent
C05	Echo Customer Ltd / £250,000 revenue	Customer may terminate on 30 days' notice without cause	Signed
C06	Field Consultant / £25,000 cost	Consultant provides development services; client may use deliverables internally	No assignment supplied

ID	Relationship / annual value	Relevant original provision	Evidence state
C07	Grid Infrastructure Ltd / £18,000 cost	Recovery service excludes target - created backup errors	Service test report absent
C08	Haven Customer Ltd / £120,000 revenue	Disputed service fees may be withheld pending agreed resolution	Open £40,000 dispute in correspondence
C09	Iris Distributor Ltd / £200,000 revenue	Exclusivity for specified territory; termination tied to performance threshold	Threshold schedule unclear
C10	Junction Supplier Ltd / £8,000 cost	Critical authentication service renews unless notice is given 60 days before expiry	Expiry document not supplied

These are extracts, not full agreements. Do not infer omitted provisions. A row without change-of-control wording does not prove that no relevant provision exists elsewhere.

M07 — people, IP and data records

Target employs twelve people. The fictional data-room summary reports employment agreements for ten and two missing agreements; the individual employment agreements are not reproduced in this learner casebook. Treat the summary as evidence of that report, not as ten contracts you have personally reviewed. A finance worksheet includes proposed transaction bonuses totalling £90,000, but no approval or contractual basis is attached.

The core platform was developed by employees and an independent consultant. The consultant's paid invoice and internal-use licence are supplied; no signed assignment or transferable licence is supplied. Open-source component list is incomplete. A founder states "we own everything because we paid for it." Analyse rather than repeat that assertion.

The target holds customer user-account data and service logs. The privacy policy is dated three years before the exercise, and no recent vendor review record is supplied. A support incident is described as "resolved" without an investigation report. These facts trigger questions; they do not independently establish breach, notification obligations or full compliance.

M08 — finance and lender information

Facility principal: £1,400,000. Accrued interest included by the exercise definition: £100,000. Cash included: £400,000. Working-capital target: £600,000; provisional actual: £450,000. Annual revenue in the simplified management summary: £2,000,000. Anchor Customer represents £700,000 of that figure. These figures are original teaching inputs, not audited information.

Lender facility extract: lender consent required for the proposed change of control; all outstanding principal and interest payable at completion unless lender agrees continuation. Security over specified target assets remains until documented release becomes effective. No payoff/release instrument is supplied.

A draft email from the lender says “we are supportive subject to credit approval and agreed documentation.” It is not final consent. A registry search date is supplied by the facilitator; no student may treat an absent search result as proof no charge exists.

M09 — completion and funding worksheet

Buyer sources proposed for this exercise are £3m sponsor cash and £3.5m new lender debt. Baseline uses are the 75% secondary consideration calculated from M01, a separate £1m primary subscription and £200,000 transaction fees. These are proposed amounts, not evidence that draw conditions or approvals are satisfied.

Calculate two separately labelled scenarios. Scenario A is a limited buyer-budget model containing only those baseline uses; it assumes the existing lender formally permits the target debt to continue. That permission is not supplied in M08, so A is not a supported completion-ready position. Scenario B assumes the buyer must additionally fund the full £1.5m target lender payoff; neither existing target cash nor the £1m primary cash is available for that payoff in this explicit scenario. Seller consideration and other baseline uses stay as defined. Calculate the funding difference in each and identify the decision/evidence needed.

A price deduction does not repay a debt. Showing the lender payoff as a cash use is not double counting merely because included debt also reduces equity price. Double counting occurs if the same actual cash payment or source is included twice. Trace the recipients, timing, funding source and legal authority. If proposing another structure, show how it changes both price and funds flow, including the treatment of retained holders; do not insert target cash as an unexplained balancing item.

Required checklist rows: authority/approvals; investor/transfer waivers; Anchor Customer consent; lender consent/payoff/releases; agreed ownership and option treatment; executed transfer/subscription documents; price/funds-flow approval; signature/release authority; document index; post-close filings and handover. Every row starts “evidence required,” not “complete.”

M10 — separate venture comparison, not the acquisition's agreed terms

Term sheet V1: £2m primary investment at £6m pre-money valuation, with no other dilution in the simple model; 1x non-participating preference; one board seat out of four; consent over new senior securities; quarterly financial information while the investor holds at least 10%; pro-rata participation rights as specifically drafted.

Term sheet V2: same investment and valuation but a 1x participating preference without a participation cap in the simple model; investor consent over annual budget and new borrowing; information rights survive a permitted affiliate transfer. Assume only this preferred class for the initial calculations, no debt/costs and no cumulative dividends. Test equity exits of £4m, £8m and £16m. Real documents may materially change these mechanics.

US comparison prompt: determine which functions might be allocated among certificate provisions, purchase agreement, investor-rights agreement, voting arrangements and transfer documents. Consult current NVCA descriptions and DGCL151. Do not copy documents or apply Delaware rules to Meridian by analogy alone.

M11 — proposed seller disclosure

"All information in the data room is disclosed against all warranties. We draw attention to customer agreements and the consultant invoice." No agreed data-room cut-off, index, disclosure standard, document completeness or specific exception descriptions are supplied. Prepare questions and more informative draft entries; do not conclude their legal sufficiency without the actual agreed framework.

M12 — academic use and staged events

The facilitator may introduce a new customer position, revised option evidence or a financing condition. Those event packets and unseen oral questions are instructor-only. Independent learners may practise with the visible record but must label work self-study. No assessment status or external employment claim is created automatically.