



PLAYBOOK

The Closing Readiness Playbook

Control conditions, financing, documents, funds and evidence through executable completion.

LANGUAGE

EN

STATUS

RELEASE CANDIDATE

EVIDENCE CUTOFF

24 September 2026

REFERENCE

P09

The Closing Readiness Playbook

Decision

Convert a signed LOI into an executable transaction without allowing conditions, documents, financing, consents and responsibilities to fragment across email, advisers and spreadsheets.

A LOI is not a close. It starts the phase in which economic intent must become satisfied conditions, coherent documents, available funds and executable formalities.

Outcome

For every closing condition the command centre should answer: **who acts, what evidence is required, by when, who validates it, what happens if it fails, and where final proof is retained?**

Reference journey

**LOI → CONFIRMATORY DD → DOCUMENTATION → FINANCING → CPs → APPROVALS → FUNDS
ROUTE → SIGNING → COMPLETION → EVIDENCE**

Gate 1 — Rebaseline the agreement after LOI

Create a controlled term sheet covering price, structure, debt/cash, working capital, deferred consideration, earn-out, seller finance, exclusivity, governance, conditions, timetable and owners.

Any divergence between LOI and transaction documents should be tagged `CHANGE_FROM_LOI`, with owner and rationale.

Gate 2 — Turn confirmatory diligence into resolution

Classify every open issue as `CLOSED_NO_IMPACT`, `PRICE_IMPACT`, `SPA_PROTECTION`, `CONDITION_PRECEDENT`, `FINANCING_IMPACT`, `POST_CLOSE_ACTION` or `DEAL_STOPPER`.

Diligence without a resolution mechanism simply creates a longer problem list.

Gate 3 — Build transaction documentation

Depending on structure and legal advice, the pack may include SPA/APA, disclosure letter, warranties, corporate actions, finance documents, security, partner-led settlement instructions, management agreements or transition arrangements.

DealPME may organise versions, tasks and proof; it does not decide by itself which legal documents are required.

Gate 4 — Move from “funding available” to “funding drawable”

Verify equity, debt conditions, KYC/AML, security, corporate documents, drawdown conditions, FX, bank accounts, signatories and timing. A financing indication is not proof that funds will be available at closing.

Gate 5 — Conditions precedent and approvals

Every CP needs exact wording, contractual source, owner, target date, required evidence, reviewer, status and failure consequence.

Recommended statuses: `NOT_STARTED`, `IN_PROGRESS`, `EVIDENCE_RECEIVED`, `UNDER_REVIEW`, `SATISFIED`, `WAIVED_BY_AUTHORISED_PARTY`, `FAILED`, `NOT_APPLICABLE`.

Gate 6 — Corporate approvals and formalities

In the OHADA area, company form and transaction structure determine approvals, corporate acts and publicity requirements. AUSCGIE governs company functioning and major corporate operations. Counsel must translate the specific deal into the legal closing checklist.

Gate 7 — Funds flow

Create a funds-flow memo separate from the SPA: payer, beneficiary, currency, verified bank, account, amount, fees, debt pay-off, partner escrow if any, payment order and expected confirmation.

DealPME rule: DealPME does not hold client transaction funds in the governed perimeter. Escrow or settlement remains with an authorised partner behind the applicable gate.

Gate 8 — Signing / completion

Use one closing checklist. Signatures, resolutions, funding evidence, bank confirmations and delivered documents should be timestamped and linked to the final version.

Gate 9 — Post-close proof

Separate contractual evidence, financial evidence, corporate evidence, operational handover evidence and the governed DealPME outcome record.

Closing command centre

Stream	Owner	Key evidence	Gate
Legal docs	counsel	executed final versions	signatures complete
DD issues	buyer/advisers	issue closure register	no unresolved stopper
Financing	buyer/lender	drawdown evidence	funds available
CPs	parties/counsel	CP evidence	satisfied/waived
Corporate	company/counsel	resolutions/filings	approvals effective
Funds flow	finance/bank	verified instructions	accounts confirmed
Operations	buyer/seller	handover pack	day-1 ready

Stop conditions

Unresolved price mechanics, non-drawable financing, failed material CP without authorised waiver, unverified bank details, inconsistent final documents, missing legal approval, untreated material diligence issue or an attempt to route funds through an unapproved channel.

Day-1 handover

Before completion, prepare signatories, payroll, banking, customer/supplier communication, key-employee retention, system access, insurance, cash reporting, board calendar and first-30-day priorities.

DealPME mapping

P14 covers offer/LOI and documentation, P15 diligence and open issues, P16 outcome status, P19 drafting assistance under professional control, and P24 result evidence. Acceptance, waiver and completion decisions remain with the parties and designated professionals.

Sources and limits

The closing checklist must be adapted to country, entity form, structure, financing and contract. This playbook provides closing governance, not transaction-specific legal advice.

Working tool — Closing Checklist

Print or complete this table during the process. Blank fields are intentional and should be completed using deal-specific evidence or decisions.

Stream	Item	Owner	Due date	Evidence	Reviewer	Status
	Legal documents					
	Financing					
	Corporate					
	Operations					

Working tool — Conditions Precedent

Print or complete this table during the process. Blank fields are intentional and should be completed using deal-specific evidence or decisions.

Row 1

CP	
Source clause	
Owner	
Evidence required	
Target date	
Reviewer	
Status	NOT_STARTED
Waiver authority	

Working tool — Day1 Handover

Print or complete this table during the process. Blank fields are intentional and should be completed using deal-specific evidence or decisions.

Domain	Owner	Day-1 requirement	Evidence	Status
Banking/signatories				
Employees				
Systems/access				
Customers/suppliers				

Working tool — Funds Flow

Print or complete this table during the process. Blank fields are intentional and should be completed using deal-specific evidence or decisions.

Row 1

Sequence	1
Payer	
Beneficiary	
Currency	
Amount	
Verified account	
Condition	
Confirmation	

Sources, methodology and limitations

The sources below support the rules, methods or context used in this playbook. They do not turn the document into transaction-specific legal, tax, financing, valuation or investment advice.

Acte uniforme relatif au droit des sociétés commerciales et du groupement d'intérêt économique

Publisher: OHADA · Tier: Tier 1

Use: Official OHADA corporate-law framework for company functioning, transformations, mergers, divisions, partial asset contributions, dissolution, liquidation and publicity formalities.

<https://www.ohada.org/droit-des-societes-commerciales-et-du-gie/>

DealPME governed product baseline - Core Build Pack and P04-P25 process reference

Publisher: DealPME · Tier: Governed internal source

Use: Product rules for disclosure, qualification, VDR, diligence, closing, Deal-Ready, partner boundaries and human decision ownership.

Source interne gouvernée / Governed internal source