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- 1.2.2 The sum of                      pounds) (<<Amount in words>> the Buyer's Solicitors and the Seller(s)) (<<Name of the Seller(s)>> placing into a joint deposit account with                      names of the Buyer's Solicitors and the Seller(s)) (<<Name of the Seller(s)>> "Escrow Account"), to be held under a mortgage deed on the terms and to be held and dealt with as set out in the Escrow Account Agreement.

On the third Business Day following the date on which the Stock Value is agreed or determined pursuant to paragraph 2 of Part 2 of this Schedule:

- 1.3.2 if the Escrow Agent is required to pay the balance due under paragraph 1.3.1, the Escrow Agent shall (in addition to paying the entire Escrow balance) be required to pay the balance due in accordance with paragraph 1.3.1) pay the balance due to the Seller(s)' Solicitors using the method specified in paragraph 1.6.1; and

- 1



Bank: <<

Branch: <

Sort Code

Account N

Account N

Completion

## 1. Interpretation

In this Schedule the following  
out opposite each respectively

“the Buyer’s Accountants”

“the Completion Statement”

“Independent Accountant”

“the Seller(‘s)(s’) Accountants”

“the Stock Value”

## 2. Calculation

2.1 [The Buyer shall ca  
days after the Com  
Buyer, the Buyer’s  
Accountants shall b

shall have the meanings set

ame>> of <<Insert firm's

paragraph 2.3 of part 2 of this

untant agreed upon by or on  
er(s) and the Buyer or, if they  
nated on the application at  
eller(s) or of the Buyer by the  
time being of the Institute of  
tants in England and Wales  
such accountant, and, if  
ch President, in nominating  
to be borne as he may direct);

ame>> of <<Insert firm's

ransfer Time of the Stocks, as  
ordance with this Schedule.

ake within <<Insert number>>  
representative of each of the  
eller(s) and the Seller(‘s)(s’)  
and] the Buyer shall prepare

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within <<Insert number>> days following delivery to the Buyer's Accountants of the Completion Date accounts comprising a balance sheet and a statement of affairs of the Business up to the Transfer Time. The Seller(s) shall also account for the Business for the period from the Transfer Time to the Completion Date in accordance with paragraph 3 of part 2 of this Schedule ("Completion Accounts").

2.2 The Seller(s) shall provide such information and assistance as the Buyer may reasonably require in connection with the Completion Accounts.

2.3 The Buyer shall instruct the Seller(s)' Accountants to:

2.3.1 report on the Completion Accounts and on the basis of the Completion Statement and the Completion Statement of the Stock Value ("the Completion Statement"); and

2.3.2 deliver the Completion Accounts and provide access to all relevant documents to the Buyer's Accountants;

within <<Insert number>> days following delivery to the Buyer's Accountants of the Completion Accounts.

2.4 If such queries and observations are raised by the Seller(s)' Accountants within <<Insert number>> days following delivery to them of the Completion Statement, they shall be open to the Buyer's Accountants to request an Independent Accountant to determine the matter. In the absence of such a request, the determination of the Seller(s)' Accountants shall be final and binding on the parties.

2.5 If the Seller(s)' Accountants raise any queries or observations in respect of the Completion Statement within <<Insert number>> days following delivery to them of the Completion Statement, then the Completion Statement shall be final and binding on the parties, and the Completion Statement shall be set out in the Completion Statement.

2.6 In stating, agreeing or determining the Stock Value, the Buyer's Accountants and, if applicable, the Independent Accountant shall act as experts and not as arbitrators.

2.7 The Buyer and the Seller(s) shall provide or cause to be provided to the Buyer's Accountants and the Independent Accountant such information and assistance as they or any of them may reasonably require in connection with the Completion Statement (and to make the report referred to in paragraph 2 of part 2 of this Schedule) or to enable the Independent Accountant to determine the Stock Value.

2.8 The Seller(s) shall reimburse the costs of their respective Accountants in connection with the Completion Accounts referred to in paragraph 2 of part 2 of this Schedule.

### 3. Accounting principles and practices

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- 3.1 Subject to paragraph 2.1 of this Schedule, the Completion Accounts shall be prepared in accordance with:
- 3.1.1 generally accepted international accounting principles, methods and practices;
  - 3.1.2 to the extent specified in the Disclosure Letter or in the Completion Accounts, the accounting principles, methods and practices specified in the Disclosure Letter or in the Completion Accounts in the preparation of the Accounts.
- [3.2] The following specific provisions shall apply to the preparation of the Completion Accounts:
- <<Insert any detailed provisions here>>
- 3.3 The following Assets shall be valued at their carrying values for the purposes of this Transaction:
- Goodwill <<Insert carrying amount in figures>>
  - Contracts <<Insert carrying amount in figures>>
  - Books and Records
  - The rights referred to in the Disclosure Letter
- Clause [2.7] **OR** [2.8]