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To: <<Buyer/Buyer's Solicitor>>
<<Address>>

FAO <<Name>>

<<Date>>

Dear Sirs,

Proposed Acquisition by <<Name of Buyer>> of the entire issued share capital of <<Name of Company>> from <<Name of Seller(s)>> ("the Seller[s]") ("the Acquisition")

We understand that the sum of <<Amount>> will be transferred by [you] [the Buyer] to our sterling client account on <<Date>>.

We undertake to hold the sums of <<Amount>> [the Buyer] ("the Completion Monies") to the order of the Buyer [the Seller(s)] ("the Completion Monies") for the purpose of the Acquisition.

This undertaking is effective from <<Date>> and will terminate automatically at the completion of the Acquisition, whereupon we will release the Completion Monies to the order of the Seller[s] and will distribute the Completion Monies to the Seller[s].

We will account to the Buyer for the Completion Monies in our client account for the days when we may, in our discretion, make use of the Completion Monies to deposit accounts for the purpose of holding the Completion Monies (and while this undertaking remains in force).

This undertaking supersedes any previous undertakings by us or discussions related thereto.

Yours faithfully,

<<Seller('s)(s') Solicitors>>

[Original document]

We hereby confirm that completion of the undertaking has taken place and that you are therefore released from the undertaking. This document is a copy.

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<<Addressee of Undertaking - B

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