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1. Consideration

1.1 Amount

The purchase price for the Shares shall be a sum equal to the Completion NAV (as defined in paragraph 1 of Part 2 of this Schedule).

1.2 First Payments—on Completion NAV

Prior to the agreement on Completion NAV, the Buyer shall pay on Completion NAV

1.2.1 The sum of <<Amount in words>> pounds) to be paid to the Seller(s) on account of the Shares (“the Initial Sum”); and

1.2.2 The sum of <<Amount in words>> pounds) (the “Escrow Account”) to be held in the name of the Buyer’s Solicitors and the Seller(‘s)(s’) Solicitors in a joint deposit account with as set out in paragraph 1.6; and

1.3 Second payment – on Completion NAV

On the third Business Day after the Completion NAV is agreed or determined in accordance with paragraph 2 of Part 2 of this Schedule:

1.3.1 if the Initial Sum is less than the Purchase Price, the Buyer shall pay to the Seller(‘s)(s’) Solicitors a sum equal to the balance (if any) of the Purchase Price, after deducting the Initial Sum, such as to be paid to the Seller(‘s)(s’) Solicitors from the Escrow Account;

1.3.2 if the Escrow Account is not empty at the end of paragraph 1.2.2, the Buyer shall pay the balance due under paragraph 1.2.2 to the Seller(‘s)(s’) Solicitors in accordance with paragraph 1.3.1) pay to the Seller(‘s)(s’) Solicitors using the Escrow Account; and

1.3.3 the balance due under paragraph 1.3.1 (or, if no such payment is due, the Purchase Price) shall be paid to the Buyer

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1.4 **The Escrow Account**

1.4.1 All interest
paid to the
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payment o
Escrow Ac

Account shall accrue and be
yer in the proportions in which
d to the Escrow Sum under
d at the same time as any
Escrow Sum is made from the

1.4.2 The Seller
solicitors s
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procure that their respective
which is required to be made
e provisions of paragraph 1.3.

1.5 **Clawback from first**

1.5.1 If the am
Completion
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Account, s
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paragraph 1.2.1 exceeds the
d Business Day referred to in
epay to the Buyer a sum equal
amount equal to the excess at
been earned on the Escrow
from the Completion Date until

1.5.2 If the Seller
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calculated
actual pay
of << Inse
time to tim

payment of any sum due under
est on the amount in question
the due date until the date of
udgment as before) at the rate
year above the base rate from

1.6 **Method of Payment**

1.6.1 Unless oth
the Buyer
made by
[Seller('s)]
discharge
following a

payment required to be made by
t to this paragraph 1 shall be
ft in favour of the [Seller(s)]
ceipt thereof shall be sufficient
[telegraphic transfer to the

Bank: <<

Branch: <

Sort Code

Account N

Account N

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1. Interpretation

In this Schedule the following terms shall have the meanings set out opposite each respectively

shall have the meanings set

“the Buyer’s Accountants”

name >> of << Insert firm's

“the Completion NAV”

value of the [Company] OR aggregate of:

amounts paid up or credited as part of the issued share capital of the [Company] OR [Group], and

amounts in respect of provisions standing to the credit of the profit and loss account of the [Company] OR [Group],

credit balance on the profit and loss account of the [Company] OR

the Buyer’s Accountants and (as may be determined or agreed) by the Buyer’s Accountants or, as the case may be, as determined by the Independent Accountant in accordance with this Schedule;

“the Completion Statement”

Paragraph 2.3 of part 2 of this

“Independent Accountant”

Accountant agreed upon by or on behalf of the Seller(s) and the Buyer or, if they cannot agree, nominated on the application at the request of the Seller(s) or of the Buyer by the President of the Institute of Chartered Accountants in England and Wales (the “President”) such accountant, and, if nominated by the President, in nominating such accountant, the costs to be borne as he may direct);

“the Seller(s)(s’) Accountants”

name >> of << Insert firm's

2. Calculation

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- 2.1 [The Company [and its Subsidiaries] shall carry out a physical stock-take within << Insert number >> days after the Completion Date at which a representative sample shall be taken by the Buyer's Accountants, the Seller(s) and the Seller's Accountants, and the Buyer shall be entitled to be present and] the Buyer shall << Insert number >> days after the Completion Date OR [Group] to prepare within << Insert number >> days after the Completion Date accounts comprising a [consolidated] balance sheet and profit and loss account with the state of affairs of the [Company] OR [Group] business on the Completion Date and a [consolidated] balance sheet and profit and loss account for the [Company] OR [Group] for the period from the Completion Date to the close of business on the Completion Date in accordance with paragraph 3 of part 2 of this schedule ("the Completion Statement").
- 2.2 The Seller(s) shall provide all information and assistance as the Buyer reasonably require for the preparation of the Completion Statement.
- 2.3 The Buyer shall instruct its Accountants to:
- 2.3.1 report on the Completion Statement and on the basis of the Completion Statement a dated statement of the Completion Statement"; and
- 2.3.2 deliver the Completion Statement to the Buyer's Accountants; and provide access to all working papers and documents relating to the Completion Statement to the Buyer's Accountants within << Insert number >> days after the Completion Date.
- 2.4 If such queries and observations are raised by the Seller('s)(s') Accountants raise within << Insert number >> days after the Completion Statement is delivered to them of the Completion Statement, the Seller(s) shall, with to their satisfaction and within << Insert number >> days following delivery to the Buyer's Accountants, it shall be open to the Seller(s) to request an Independent Accountant to determine the Completion Statement, and his determination shall, in the absence of material misstatements, be binding on the parties.
- 2.5 If the Seller('s)(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 Seller(s) shall be bound by the Completion Statement as set out in the Completion Statement.
- 2.6 In stating, agreeing or disputing the Completion Statement (in any case may be) the Completion Statement, 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 all information and assistance as they or any of them may reasonably require for the preparation of the Completion Statement (and to make the report referred to in this part 2) or to enable the

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Independent Accountants shall prepare the Completion NAV.

2.8 The Seller(s) shall bear 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

3.1 Subject to paragraph 3.1.2, the Completion Accounts shall be prepared in accordance with 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 that the Seller(s) specify in the Disclosure Letter or in the notes to the Completion Accounts, alternative accounting principles, methods and practices to be used in the preparation of the Completion Accounts.

[3.2 The following specific provisions shall apply to the preparation of the Completion Accounts:
<< Insert any details >>

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