Change Period, then a write-down to net realizable value would be appropriate. The valuation of the physical inventory will be determined based on the normal procedures of the Division which include pricing inventory items which will be included in the physical count at standard costs which will be the same as those utilized to arrive at the inventory amount included in the Adjusted December Balance Sheet, except where standards have been revalued during the Change Period. The parties agree that the normal yearly standard revaluation will not be recorded in the Closing Balance Sheet or Adjusted Closing Balance Sheet. In addition, the Closing Balance Sheet and Adjusted Closing Balance Sheet will reflect the results of a fixed asset physical existence test as regards to any fixed asset having a net book value greater than $25,000 to be conducted by Seller and observed by Buyer immediately following the Closing Date in accordance with procedures to be mutually agreed to by the parties. The net book value of fixed assets unable to be physically located prior to delivery to Buyer of the Closing Balance Sheet and Adjusted Closing Balance Sheet will be excluded from the Closing Balance Sheet and Adjusted Closing Balance Sheet except that no adjustment will be made to exclude any such fixed asset if evidence supporting the fact that the fixed asset was not physically in existence on December 31, 1993 is available. A listing of fixed assets to be included in the fixed asset physical will be based on a fixed asset listing prepared by Seller as of the date of the most recent, prior to Closing Date, normally prepared balance sheet of the Division and will include a reconciliation of the total on the fixed asset listing to the net fixed asset balance on said balance sheet. Copies of the listing of assets to be physically verified, the total fixed asset listing and the above described balance sheet and reconciliation shall be furnished by Seller to Buyer prior to Closing. In addition, the $44.3 million net book value of the purchase accounting component of the Adjusted December Balance Sheet relating to goodwill will be the same on the Adjusted Closing Balance Sheet. Accordingly, purchase accounting amortization of goodwill during the Change Period will not be considered part of the operations of the Business for purposes of this Section. Retained Liabilities pursuant to clauses (D), (E) and (F) of Section 6.3(c) shall be included on the Adjusted December Balance Sheet and shall be excluded from the Adjusted Closing Balance Sheet. Neither the Adjusted December Balance Sheet nor the Adjusted Closing Balance Sheet shall include any reserves or receivables with respect to the Insurance Litigation. The Adjusted December Balance Sheet shall not include any reserves for a SFAS No. 106 (Post-Retirement Benefits Other Than Pensions) liability for employees other than Current Canadian Employees and Current U.S. Employees as if the Closing Date had been December 31, 1993. The Adjusted Closing Balance Sheet shall not include any reserves for a SFAS 106 liability for employees other than Current Canadian Employees and Current U.S. Employees nor any