any Continuing Affiliate, on the one hand, and the Division, on the other hand, shall be settled by way of capital contribution in kind (with respect to payables or loans due to Seller or any such Continuing Affiliate) or by way of dividend in kind (with respect to receivables of the Division owed by Seller or any such Continuing Affiliate) or by way of capital reduction.

Section 5.8 Guaranties; Letters of Credit. Buyer shall use all reasonable efforts to cause itself or one or more of its Affiliates to be substituted in all respects for Seller or any Continuing Affiliate, effective as of the Closing, in respect of all obligations of Seller and any such Continuing Affiliate under each of the guaranties, letters of credit, letters of comfort, bid bonds and performance bonds obtained by Seller or any Continuing Affiliate for the benefit of the Business, which guaranties, letters of credit, letters of comfort, bid bonds and performance bonds are set forth in Schedule 5.8 (the "Guaranties"). If, after using all reasonable efforts to do so, Buyer is unable to effect such a substitution with respect to any Guaranty, Buyer shall obtain letters of credit, on terms and from Financial Institutions, with respect to the obligations and liabilities covered by each of the Guaranties for which Buyer does not effect such substitution.

As a result of the substitution contemplated by the first sentence of this Section and/or the letter or letters of credit contemplated by the second sentence hereof, Seller and