Continuing Affiliate and duly executed documents, in a form reasonably satisfactory to Buyer, under which Seller or a Continuing Affiliate assumes any Retained Liabilities that are liabilities of the Canadian Subsidiary; (vi) the Letter of Credit in substantially the form of Exhibit 5.20; and (vii) subject to Section 5.12, other documents, instruments of conveyance (or, in the case of Contracts and Leases, of assignment) as Buyer shall reasonably request to effect and evidence the sale and to vest in Buyer all of Seller's right, title and interest in, to and under the Assets.

(d) At the Closing, Cooper Industries, Inc. and Abex shall duly execute and deliver to each other, Buyer and Seller the Mutual Guaranty Agreement in the form of Exhibit 2.6(d).

Section 2.7 Adjusted Closing Balance Sheet. As soon as practicable, but in any event within sixty (60) days after the Closing Date, Seller shall prepare and deliver to Buyer the Closing Balance Sheet and the Adjusted Closing Balance Sheet. The parties acknowledge and agree that the Purchase Price takes into account the Adjusted Net Worth set forth on the Adjusted December Balance Sheet and that the adjustment contemplated by Section 2.9 is intended to reflect the change in the net worth of the Division from the Adjusted Net Worth on the Adjusted December Balance Sheet only as a result of operations of the Division from December 31, 1993 to the Closing Date, inclusive of all transactions and all changes in facts and circumstances