and shall become Assumed Liabilities for all purposes under this Agreement.

"Whitman Indemnified Assumed Liabilities" shall mean Assumed Liabilities that are subject to indemnification from Whitman pursuant to the Whitman Agreements.

"Whitman Indemnified Liabilities" shall mean liabilities which are subject to indemnification from Whitman pursuant to the Whitman Agreements.

"Whitman Stock Purchase Agreement" shall mean the Stock Purchase Agreement dated as of April 28, 1988, between IC Industries, Inc. and PA Holdings Corporation, as amended by a First Amendment dated as of August 29, 1988, by a Second Amendment executed on September 23, 1991 and by the letter dated November 19, 1991, from Barbara B. Guibord to Martin M. McNerney (relating to a protocol for asserting insurance claims).

ARTICLE II

Sale of Assets; Closing

Section 2.1 Assets to be Acquired. Subject to the satisfaction or waiver in writing of the conditions set forth herein and to the other terms, conditions and provisions hereof, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire, accept and pay for, all of Seller's right, title and