

"Whitman Indemnifiable Retained Environmental Liabilities" shall mean all liabilities and obligations relating to environmental matters, including all Environmental Liabilities and Costs, to the extent relating to the Assets or the Business that are subject to indemnification by Whitman under Section 12(b)(ii) (solely with respect to Section 6(e) of the Whitman Stock Purchase Agreement), Section 12(b)(iii) or Section 12(b)(vi) of the Whitman Stock Purchase Agreement and with respect to which either Seller shall have given Whitman notice under the Whitman Agreements or Buyer shall have given written notice to Seller in each case on or prior to the fourth anniversary of the Closing Date, which notification of a claim shall specify in reasonable detail the legal and factual bases therefor, in which case Seller's obligations hereunder shall continue until such claim is finally resolved; provided, however, that upon the occurrence of a Whitman Event, all such liabilities and obligations (other than Retained Liabilities referred to in Sections 2.4(a), (d) or (h) of this Agreement, which shall continue to be Retained Liabilities) shall cease to be Whitman Indemnifiable Retained Environmental Liabilities, 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