

Unless otherwise defined in this Agreement, capitalized terms shall have the meaning ascribed to such terms in Exhibit I attached hereto. All references in Exhibit I to the Agreement, Sections and Disclosure Schedules are references to this Agreement and its sections and disclosure schedules unless otherwise specified.

2. PURCHASE AND SALE.

2.1. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, at the Closing, (i) Seller shall sell, assign, and otherwise transfer to Buyer, and Buyer shall purchase, acquire and accept all of the Champion Common Stock, free and clear of all Encumbrances; (ii) Seller shall (and shall cause its Affiliates to) sell, assign and otherwise transfer to Buyer (or to Buyer's designated Affiliate) and Buyer (or its designated Affiliate) shall purchase, acquire and accept the shares of the Related Companies, which are owned by Seller and its Affiliates as set forth in Disclosure Schedule 3.2, free and clear of all Encumbrances; and (iii) Seller shall cause the individuals who own the Nominal Shares of the Champion Subsidiaries to sell, assign and otherwise transfer to Buyer (or its designee) and Buyer (or its designee) shall purchase (at no additional cost to Buyer), acquire and accept the Nominal Shares, free and clear of all Encumbrances. At the Closing, Seller shall also cause its Affiliate, Cooper Industries (Canada) Inc., to transfer to Buyer or its designated Affiliate certain assets and liabilities of the Canadian Division pursuant to the Canadian Asset Transfer Agreement, free and clear of all Encumbrances other than Permitted Encumbrances.

2.2. Purchase Price. In consideration for the sale, assignment, and transfer of the Champion Common Stock, the shares of the Related Companies and such assets and liabilities of the Canadian Division, Buyer shall pay to Seller the closing payment as provided in Section 2.2(a), plus or minus as the case may be, the Purchase Price Adjustment as provided in Section 2.2(b).

(a) **Closing Payment** At Closing, Buyer will pay Seller \$1,900,000,000. If Buyer provides Seller a federal reference number no later than 11 a.m., Central Standard Time,