(b) At the Closing, Seller and Buyer shall enter into (i) the Assumption Agreement in the form of Exhibit 2.6(b)(i), (ii) the Mahwah Lease in the form of Exhibit 2.6(b)(ii), (iii) the Insurance Agreement in the form of Exhibit 2.6(b)(iii), (iv) the Trademark License Agreement substantially in the form of Exhibit 5.11, (v) the Trademark Assignment Agreements substantially in the form of Exhibit 2.6(b)(v) and (vi) a patent license agreement in a form to be agreed upon by the parties.

(c) At the Closing, Seller shall deliver to Buyer: (i) an executed Bill of Sale in the form of Exhibit 2.6(c)(i); (ii) stock certificates representing the Canadian Shares duly endorsed in blank or accompanied by stock powers duly executed in blank and adequate to transfer the Canadian Shares on the books of the Canadian Subsidiary together with a written consent by Seller to transfer such Canadian Shares; (iii) the resignation of all of the directors of the Canadian Subsidiary; (iv) such deeds (in such form as is acceptable to the title insurance company issuing the title insurance commitment with respect to such U.S. Owned Real Property but without any representations or warranties except as provided in Section 3.16) as shall be necessary to vest in Buyer all of Seller's right, title and interest in, to and under the U.S. Owned Real Property; (v) evidence of the transfer of any Retained Assets that are owned or held by the Canadian Subsidiary to Seller or a 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