outstanding Performance Obligation Instrument such that Seller and its Affiliates are fully released from any liability related thereto, Buyer shall obtain and deliver to Seller letters of credit in favor of Seller, from financial institutions reasonably acceptable to Seller and on terms reasonably satisfactory to Seller, which fully cover the liabilities under each such Performance Obligation Instrument. Seller or its Affiliates may elect not to renew or extend any Performance Obligation Instrument to the extent (a) required by any applicable law; (b) reasonably necessary to avoid a material Adverse Consequence to Seller or its Affiliates or (c) Buyer has not obtained and delivered to Seller letters of credit required because of Buyer's failure to effectuate any replacement required under this Section 5.15. Seller shall use reasonable efforts to notify Buyer prior to Seller's renewal or extension of any Performance Obligation Instruments provided that, notwithstanding anything to the contrary in this Agreement, in no event shall Seller incur any liability whatsoever for failure to so notify. Any election by Seller or its Affiliates not to renew or extend a Performance Obligation Instrument shall not affect any indemnification obligation of Buyer. Furthermore, Buyer acknowledges and agrees that Seller has no obligation or intention to renew or extend a Performance Obligation Instrument beyond the first anniversary of the Closing Date.

5.16. **Foreign Exchange Contracts**.

(a) On or as soon as practicable after the Closing Date, Buyer shall use commercially reasonable efforts to obtain the full release of Seller and its Affiliates from any liability under the "Outstanding FX Contracts" and "Additional FX Contracts" (as such terms are defined below). Until such time as Buyer obtains such release, the procedures set forth in Section 5 16(b) shall apply to the settlement of such foreign exchange contracts.

(b) Seller has set forth on Disclosure Schedule 5.16 all outstanding foreign exchange contracts entered into by Seller or its Affiliates on or before the date hereof which relate exclusively to the Business (the "**Outstanding FX Contracts**") For each Outstanding FX Contract: (i) Buyer shall deliver on the "Maturity Date" to the "Bank" designated on such schedule the amount