

“Conveyed Real Property Rights” shall mean Ashland’s or the applicable Asset Selling Corporation’s right, title and interest in rights of way, easements and licenses on or appurtenant to any Conveyed Real Property.

“Copyrights” shall have the meaning set forth in the definition of Intellectual Property Rights.

“Credit Support Obligations” shall mean letters of credit, guarantees, surety bonds and other credit support instruments issued by Ashland or any of its Affiliates or third parties on behalf of Ashland with respect to the Business.

“Distributor Agreement” shall mean the distributor agreement, substantially in the form of Exhibit C, to be dated as of the Closing Date providing for certain distribution services to be provided to Ashland and certain of its Affiliates by Buyer or an Affiliate of Buyer.

“DOJ” shall mean the United States Department of Justice.

“Dublin License” shall mean the license agreement, substantially in the form of Exhibit D, to be dated as of the Closing Date providing Employees at Ashland’s facility in Dublin, Ohio with facility access, use of office and space and certain services related thereto.

“Effective Time” shall mean, with respect to each jurisdiction in which any Conveyed Assets are transferred to, and any Assumed Liabilities are assumed by, Buyer or the applicable Buyer Corporation, 11:59 p.m. local time in such jurisdiction on the Closing Date.

“Employee” shall mean (i) any individual who, as of the Closing Date, is an employee of Ashland or any Asset Selling Corporation (other than an employee of a corporate resource group) who is charged exclusively to a Business cost center and (ii) any individual listed on Schedule 1.1(b). An individual who would otherwise satisfy this definition and who is absent from active employment on the Closing Date on account of vacation, ordinary sick leave reasonably expected to result in an absence of short duration, leave under the U.S. federal Family and Medical Leave Act or leave under any similar U.S. state Law, leave under any local Law which preserves reemployment rights for the individual or any other reason that is temporary in nature, shall be an “Employee” hereunder.

“Employee Benefit Plan” shall mean any (i) Employee Pension Benefit Plan, (ii) Employee Welfare Benefit Plan, (iii) nonqualified deferred compensation retirement plan or arrangement, or (iv) any agreement, plan, program, fund, policy, contract or arrangement providing compensation, pension, retirement, superannuation, profit sharing, thirteenth month, severance, termination indemnity, redundancy pay, bonus, incentive compensation, group insurance, death benefit, health, cafeteria, flexible benefit, medical expense reimbursement, dependent care, stock option, stock purchase, stock appreciation rights, savings, consulting, vacation pay, holiday pay, life insurance, or other employee benefit or fringe benefit plan, program or arrangement covering any Employee, and the beneficiaries and dependents of any Employee, regardless of whether it is private, funded, unfunded, financed by the purchase of insurance, contributory or non-contributory. For the avoidance of doubt, Union Contracts (as defined in Section 5.18) and other union and collective bargaining agreements and employee consultation or similar agreements are excluded from the definition of Employee Benefit Plan.



**ARTICLE 2.
PURCHASE AND SALE**

Section 2.1. Purchase and Sale of Conveyed Assets.

Upon the terms and subject to the conditions set forth herein, for the Consideration, at the Closing and effective as of the Effective Time, Ashland shall, and shall cause the Asset Selling Corporations to, sell, convey, assign and transfer to Buyer and the Buyer Corporations, and Buyer and the Buyer Corporations agree to purchase, acquire and accept from Ashland and the Asset Selling Corporations, free and clear of all Encumbrances, other than Permitted Encumbrances, the Conveyed Assets.

Section 2.2. Conveyed Assets.

For purposes of this Agreement, the term "Conveyed Assets" shall mean, except for any Excluded Assets and except as expressly provided otherwise herein, all of Ashland's and the Asset Selling Corporations' right, title and interest in and to the following:

(a) the Owned Real Property and Leased Real Property, in each case together with Ashland's or the Selling Corporation's right, title and interest all buildings, structures, improvements, paved parking lots and fixtures thereon or appurtenant thereto, (collectively, the "Conveyed Real Property") as well as the Conveyed Real Property Rights;

(b) the fleet vehicles that are owned or leased by Ashland or any Asset Selling Corporation and used exclusively in the Business for the distribution of products ("Fleet Vehicles");

(c) the furniture, equipment, machinery, supplies, materials, vehicles (other than Fleet Vehicles), spare parts, tools, office equipment, computer hardware, personal property and other tangible property, including all exterior pylon, monument, ground and building signs and all interior signs, banners and reading boards, in each case that are (i) owned or leased by Ashland or any Asset Selling Corporation and used exclusively in the Business or (ii) located at or upon the Conveyed Real Property or the Conveyed Real Property Rights, except, in the case of this clause (ii), any such items used exclusively in any business (other than the Business) that is conducted by Ashland or any of the Asset Selling Corporations as of the Closing Date (collectively, the "Tangible Personal Property");

(d) the leases relating to (i) the Tangible Personal Property (the "Tangible Personal Property Leases") and (ii) the Fleet Vehicles (the "Fleet Vehicle Leases");

(e) to the extent not otherwise provided for in clauses (a) through (d) above: (i) all Contracts to which Ashland or any Asset Selling Corporation is a party relating exclusively to the Business with customers of the Business and (ii) all other Contracts (excluding the Union Contracts to the extent not prohibited by Law) to which Ashland or any Asset Selling Corporation is a party relating exclusively to the Business or the Conveyed Assets (collectively, the "Assumed Contracts");

(d) FIRPTA Affidavit. Ashland shall deliver to Buyer at the Closing affidavits (the "FIRPTA Affidavits"), duly executed and acknowledged, certifying that Ashland or the relevant Asset Selling Corporation will be exempt from withholding under Section 1445 of the Code and the Treasury Regulations promulgated thereunder with respect to the transactions contemplated by this Agreement.

(e) Allocation of Taxes in Straddle Tax Periods. For purposes of this Agreement, in the case of Taxes that are payable with respect to a Straddle Period, the portion of any such Tax that is allocable to the portion of the Straddle Period ending on the Closing Date shall be:

(i) in the case of Taxes that are either (x) based upon or related to income or receipts, or (y) imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), deemed equal to the amount that would be payable if the taxable year ended on the Closing Date; and

(ii) in the case of Taxes imposed on a periodic basis (e.g., real estate Taxes), deemed to be the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the period ending on the Closing Date and the denominator of which is the number of calendar days in the entire period.

(f) Tax Treatment of Indemnity Payments. Any amount paid by a party to another party under Sections 2.8, 9.1, 9.2 and 11.9 shall be treated for all Tax purposes as an adjustment to the Purchase Price to the extent permitted under applicable Tax Law.

Section 7.5. Certain Employee Matters.

(a) Employees. Schedule 7.5(a) lists, to the extent permitted by applicable Law, each Employee as of the date hereof, including the name, title, work location and employer thereof. If the name of any Employee has been replaced with an identification number on Schedule 7.5(a) in order to comply with applicable Law, Ashland shall deliver an update of such Schedule with the names of such individuals at the Closing. Ashland shall update Schedule 7.5(a) periodically prior to the Closing Date to reflect, with respect to the Business, any additional Employees, new hires, retirements, resignations, dismissals and other employment terminations which may have occurred at any time on or prior to the Closing Date; *provided* that one such update shall occur within ten (10) to thirty (30) days prior to the Closing Date. Prior to the earlier of the Closing and the valid termination of this Agreement, Ashland and the Asset Selling Corporations shall not carry out any mass layoffs or reductions in force involving five or more Employees at any single site of employment primarily located in the United States without the prior written agreement of Buyer.

(b) Continuation of Employment. (i) Where applicable Law provides for the automatic transfer of employment of any Employee upon the consummation of the transactions contemplated hereby, the parties shall take or cause to be taken such actions as are required under applicable Law to accomplish such transfer of employment of such Employee to Buyer or a Buyer Corporation as a matter of Law as of the Closing. Where applicable Law does not provide for the transfer of employment of any Employee upon the consummation of the transactions contemplated hereby, Buyer shall, or shall cause a Buyer Corporation to, make offers of at-will (to the extent permitted by applicable Law) employment in accordance with the provisions of this Section 7.5, to be effective as of the Closing (or such later date as provided in Section 7.5(e)), to all such Employees.

(ii) The parties acknowledge that the transfer of the portions of the Business conducted by Ashland and the Asset Selling Corporations in the European Union ("EU") and certain other countries listed in Schedule 7.5(b) constitutes a transfer of business within the meaning of EU Council Directive 2001/23/EC, the national Laws implementing the same or any similar Laws applicable in non-EU jurisdictions, and each Employee belonging to said portions of the Business shall be referred to herein as a "European Employee" and shall be listed in and designated as such on Schedule 7.5(b), which Schedule shall be updated in the same manner as Schedule 7.5(a) as described in Section 7.5(a). The parties further acknowledge that, as a result, the employment of the European Employees, including all related rights and obligations, will transfer by operation of Law to Buyer or a Buyer Corporation (as the case may be) as of the Closing Date, except as otherwise provided in this Section 7.5 and except with respect to any European Employee who timely exercises his or her rights, if any, under any applicable Law to prevent such transfer from occurring, subject to Section 7.5(b)(iii) below (the European Employees whose employment transfers to Buyer or a Buyer Corporation, the "European Transferred Employees"). As a result, Buyer or the Buyer Corporations will assume by operation of Law, as of the Closing Date, all Liabilities towards the European Transferred Employees except to the extent otherwise provided in this Section 7.5.

(iii) The parties will use their reasonable efforts to obtain the approval of the applicable Governmental Authority or any labor authority as may be required for the transfer of any European Employees who, if any, are "protected employees" under applicable Law.

(iv) If any contract of employment or engagement for any individual not listed in Schedule 7.5(b) as of the Closing Date or any collective agreement not listed in Schedule 5.18(c) transfers or is alleged to have transferred to Buyer or a Buyer Corporation pursuant to EU Council Directive 2001/23/EG or the national Laws implementing the same or any similar Laws applicable in non-EU jurisdictions, Buyer or Buyer Corporation may terminate such contract or agreement and Ashland shall indemnify and hold Buyer and Buyer Corporation harmless against all Liabilities and reasonable attorney fees and costs that Buyer or Buyer Corporation may suffer, incur, sustain, or pay by reason of, or on account of, or arising out of such transfer or termination.

(c) Offers of Employment. Buyer shall, or shall cause a Buyer Corporation to, make offers of at-will (to the extent permitted by applicable Law) employment to the Employees in accordance with the provisions of this Section 7.5, at least thirty (30) days prior to the Closing Date (or such longer period required by applicable Law or the terms of any Union Contract), with such employment to be effective as of the Closing (or such later date as provided in Section 7.5(e)). Any such offer of employment shall be for a position that is comparable to the type of position held by such Employee immediately prior to the Closing Date and shall be made on terms and conditions sufficient to avoid statutory, contractual, common law or other severance obligations, other than where such severance is automatic pursuant to applicable Law or the terms of any Union Contract. Each Employee (other than a European Employee) who accepts the offer of employment, including offers described in Section 7.5(e), from Buyer or a Buyer Corporation, is referred to herein as an "ASC Transferred Employee". ASC Transferred Employees and European Transferred Employees are referred to collectively herein as "Transferred Employees". Except as otherwise specifically provided in this Article VII or to the extent required by applicable Law, effective as of the Effective Time (or such later date on which a Transferred Employee commences employment with Buyer or a Buyer Corporation), the Transferred Employees shall cease all active participation in and accrual of benefits under the Seller Benefit Plans.

(d) Continuation of Compensation and Benefits. For a period of eighteen (18) months immediately after the Closing Date (or for such longer period as required by applicable Law or pursuant to the terms of any applicable Union Contract), Buyer shall (or shall cause the Buyer Corporations to) provide to each Transferred Employee (i) a base salary or wages no less favorable than those provided immediately prior to the Closing Date and (ii) other employee benefits, variable pay, incentive or bonus opportunities under plans, programs and arrangements that are substantially comparable in the aggregate to those provided by Ashland or the applicable Asset Selling Corporation as expected to be in effect on January 1, 2011, as set forth on Schedule 7.5(d). Notwithstanding the foregoing, nothing contemplated by this Agreement shall be construed as requiring either Buyer or any Buyer Corporation to be obligated to continue the employment of any Transferred Employee for any period after the applicable Closing Date.

(e) Inactive Employees. With respect to Employees who are not actively at work on the Closing Date due to illness, short-term disability (including maternity leave), worker's compensation or other approved leave of absence (other than any such Employee whose employment is required to be transferred to Buyer under applicable Law), Buyer or a Buyer Corporation shall be required to offer employment to such Employee, in accordance with and subject to the provisions of this Section 7.5, as of the date such Employee is released to return to active work at the conclusion of such leave. Ashland or the applicable Asset Selling Corporation or Affiliate shall have the sole obligation to provide compensation and benefits to each such Employee as of the Closing Date until the date he or she becomes a Transferred Employee.

(f) Severance Obligations. (i) Ashland and Buyer intend that the transactions contemplated by this Agreement shall not result in a severance of employment of any Employee prior to or upon the consummation of the transactions contemplated hereby and that the Employees will have continuous and uninterrupted employment immediately before and immediately after the Closing Date, and Ashland and Buyer shall comply with any requirements under applicable Law to ensure the same. Subject to Section 7.5(b)(iv), Buyer shall bear any costs related to, and shall indemnify and hold harmless Ashland and the Asset Selling Corporations from and against, any claims made by any Employee for any statutory, contractual or common law severance or separation benefits and other legally mandated payment obligations (including the employer portion of any employment taxes, together with any compensation payable during any mandatory termination notice period related thereto, collectively, "Separation Benefits"), in each case, arising out of or in connection with the failure of Buyer or the Buyer Corporations to make offers of employment or continue the employment of any Employee, in each case in accordance with this Agreement and as required by applicable Law, and Ashland and the Asset Selling Corporations shall bear any costs related to, and shall indemnify and hold harmless Buyer and the Buyer Corporations from and against, any claims made by any Employee for any Separation Benefits that arise out of the refusal of such Employee to accept an offer of employment made in accordance with this Agreement and applicable Law by, or an objection by such Employee to an automatic transfer of employment to, Buyer or a Buyer Corporation or for the liabilities associated with the agreements listed in Schedule 7.5.

(ii) Subject to Section 7.5(b)(iv), Buyer shall, or shall cause the Buyer Corporations to, provide each Transferred Employee whose employment is terminated within eighteen (18) months following the Closing Date with severance and other separation benefits substantially comparable to the severance and other separation benefits provided to such Transferred Employee by Ashland or the applicable Asset Selling Corporation as in effect as of the date of this Agreement.

(g) Allocation of Employment Liabilities. (i) Except as otherwise specifically provided in this Article VII, Ashland and the Asset Selling Corporations shall retain liability and responsibility and shall indemnify and hold Buyer and its Affiliates harmless for all employment and employee-benefit related liabilities, obligations, claims or losses (including the payment of wages, bonuses, profit share and other compensation entitlements and the provision of employee benefits and any "withdrawal liabilities" as defined in Sections 4203 or 4205 of ERISA), that relate to any period prior to the Effective Time, whether or not such liabilities, obligations, claims or losses become due before, on or after the Closing Date, that relate to (x) the Employees or (y) any individual who was formerly employed by or provided services to Ashland or any of its Affiliates and whose employment or service relationship terminated for any reason prior to the Closing Date (the "Former Employees")(or any dependent or beneficiary of any such Employee or any such individual). Except as otherwise specifically provided in this Article VII, effective as of the Effective Time, Buyer or a Buyer Corporation shall assume and be solely responsible and shall indemnify and hold Ashland and its Affiliates harmless for all employment and employee-benefits related liabilities, obligations, claims or losses that relate to the Transferred Employees (or any dependent or beneficiary of any Transferred Employee) that relate to any period on or after the Effective Time, whether or not such liabilities, obligations, claims or losses become due on or after the Closing Date, or are otherwise expressly assumed by Buyer or a Buyer Corporation pursuant to this Agreement.

(ii) Ashland and the Asset Selling Corporations shall retain all liabilities and obligations for all workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment and other welfare benefit claims incurred by Former Employees and Employees prior to the Effective Time that are covered under the terms of the applicable plans of Ashland and the Asset Selling Corporations or their respective Affiliates. With respect to claims incurred on or after the Effective Time by the Transferred Employees and their eligible dependents for workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment and other welfare benefit claims, Buyer or a Buyer Corporation shall be responsible. For these purposes, a claim shall be deemed to be incurred: (i) in the case of workers' compensation and short- or long-term disability benefits (including related health benefits), at the time of the injury, sickness or other event giving rise to the claim for such benefits; (ii) in the case of medical, prescription drug, dental or vision benefits, at the time professional services, equipment or prescription drugs covered by the applicable plan are obtained; (iii) in the case of life insurance benefits, upon death; and (iv) in the case of accidental death and dismemberment benefits, at the time of the accident.

(iii) The liabilities, obligations, claims and losses that are retained by Ashland and the Asset Selling Corporations pursuant to Sections 7.5(g)(i) and (ii) above are referred to herein as the "Retained Employee Liabilities."

(h) Service Credit. Effective from and after the Effective Time, Buyer or a Buyer Corporation shall (i) recognize, for all purposes (including eligibility, vesting and benefit levels and accruals, but other than benefit accrual under a defined benefit pension plan (other than any Seller Benefit Plan that is assumed by Buyer or a Buyer Corporation)) under all plans, programs and arrangements, established or maintained by Buyer or a Buyer Corporation for the benefit of the Transferred Employees, service with Ashland or the Asset Selling Corporations and their respective Affiliates prior to the Closing Date to the extent such service was recognized under the corresponding Seller Benefit Plan covering such Transferred Employees and (ii) waive any pre-existing condition exclusion, actively-at-work requirement or waiting period under all employee health and other welfare benefit plans established or maintained by Buyer or a Buyer Corporation for the benefit of the Transferred Employees, except to the extent such pre-existing condition exclusion, requirement or waiting period would have applied to such individual under the corresponding Seller Benefit Plan immediately prior to the Closing, and (iii) provide full credit for any co-payments, deductibles or similar payments made or incurred prior to the Closing Date for the plan year in which the Closing occurs.

(i) Accrued Vacation. Except as otherwise required under applicable Law, as of 12:01 a.m. on the Closing Date, Buyer or a Buyer Corporation shall assume and honor all vacation days and paid time off days accrued but not yet taken by the Transferred Employees as of the Closing Date, to the extent reflected in the Agreed Closing Account (it being understood that Buyer or a Buyer Corporation may deduct from the number of vacation days and paid time off days made available to any such Employee the number of days of vacation or paid time off previously taken by such Employee in the applicable year).

(j) Bonuses. Within 120 days following the Closing Date, Ashland and the Asset Selling Corporations shall make any payments to the Transferred Employees pursuant to any variable pay, bonus, cash performance and incentive plans in respect of the period prior to the Closing Date. Following the Closing Date, Transferred Employees shall participate in any variable pay, bonus, cash performance and incentive plans established or maintained by Buyer or a Buyer Corporation.

(k) In the case of any Employee referred to in Section 7.5(e), except as otherwise required by applicable Law or otherwise specifically provided in this Agreement, references to Closing Date in Sections 7.5 (g) through (j) shall instead be deemed to refer to the date such Employee became a Transferred Employee.

(l) 401(k) Plan. If Buyer or a Buyer Corporation maintains or establishes a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code ("Buyer's 401(k) Plan"), Buyer or a Buyer Corporation shall permit each Transferred Employee participating in a Seller Benefit Plan that is a defined contribution plan with a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code ("Seller's 401(k) Plan") to effect, and Buyer or a Buyer Corporation agrees to cause Buyer's 401(k) Plan to accept, in accordance with applicable law, a "direct rollover" (within the meaning of Section 401(a)(31) of the Code) of his or her account balances (including earnings thereon through the date of transfer and promissory notes evidencing all outstanding loans) under Seller's 401(k) Plan if such rollover to Buyer's 401(k) Plan is elected in accordance with applicable law by such Transferred Employee, subject to each of Ashland's or the Asset Selling Corporation's and Buyer's reasonable satisfaction that Seller's 401(k) Plan or Buyer's 401(k) Plan, as applicable, is in compliance with all applicable Laws and that such plan continues to satisfy the requirements for a qualified plan under Section 401(a) of the Code and that the trust that forms a part of such plan is exempt from tax under Section 501(a) of the Code. Upon completion of a direct rollover of a Transferred Employee's account balances, as described in this Section 7.5(l), Buyer or a Buyer Corporation and Buyer's 401(k) Plan shall be fully responsible for all benefits relating to past service of such Transferred Employee and none of Ashland, the Asset Selling Corporations and Seller's 401(k) Plan shall have any liability whatsoever with respect to such benefits.

(m) WARN Act. Buyer agrees to provide, or cause its Affiliates to provide, any required notice under WARN and any similar federal, state or local Law or regulation, and to otherwise comply with WARN and any other similar Law or regulation, in each case with respect to any "plant closing" or "mass layoff" (as defined in WARN) or group termination or similar event affecting Employees (including as a result of the consummation of the transactions contemplated by this Agreement) and occurring on and after the Effective Time. None of Buyer or any of its Affiliates shall take any action after the Closing that would cause any termination of employment of any Employees that occurs before the Effective Time to constitute a "plant closing" or "mass layoff" or group termination under WARN or any similar federal, state or local Law or regulation, or to create any liability or penalty to Ashland or any Asset Selling Corporation for any employment terminations under applicable Law.

(n) Employee Consultations. Ashland and the Asset Selling Corporations shall fully comply with all of its or their obligations (however arising) to inform and consult with, and in respect of, the Employees of the Business, whether the same arises under a Union Contract or applicable Law. To the extent such communications occur in writing, Ashland and the Asset Selling Corporations will provide a copy to Buyer at the time such communications occur and will provide Buyer any written responses to said communications promptly after the time they are received. Buyer or Buyer's Affiliates shall fully comply with all of its or their obligations (however arising) to inform and consult with, and in respect of, the Employees of the Business, whether the same arises under a Union Contract or applicable Law. To the extent such communications occur in writing, Buyer and Buyer's Affiliates will provide a copy to Ashland at the time such communications occur and will provide Ashland any written responses to said communications promptly after the time they are received.

(o) Union Contracts. From and after the Closing, Buyer shall, and shall cause the Buyer Corporations to, comply with any applicable labor, employment and retirement Laws with respect to the Transferred Employees, and shall recognize any collective bargaining units representing the Transferred Employees that are recognized as of immediately prior to the Closing.

(p) Retained Non-U.S. Ashland Pension Plans. Ashland or the applicable Asset Selling Corporation shall retain or shall cause to be retained all assets and liabilities under each Retained Non-U.S. Ashland Pension Plan and shall make payments to Employees with vested rights thereunder in accordance with the terms of such plan and applicable Law. With respect to each Retained Non-U.S. Ashland Pension Plan, as of the applicable date the applicable Employees become Transferred Employees, each Transferred Employee shall cease active participation in such Retained Non-U.S. Ashland Pension Plan, and service performed for, and compensation earned from, any employer, other than Ashland, the Asset Selling Corporations and their predecessors, shall not be taken into account for any purpose under such Retained Non-U.S. Ashland Pension Plan, unless required by Law.

(q) Transferred Non-U.S. Ashland Pension Plan. With respect to each Transferred Non-U.S. Ashland Pension Plan, Buyer, a Buyer Corporation or the applicable pension plan of Buyer or a Buyer Corporation shall assume all liabilities for all accrued benefits under such plan, as of the Effective Time, and in accordance with the terms of applicable Law. Following any such transfer of liabilities, none of Ashland or any Asset Selling Corporation shall have any further liability for any accrued benefits under such plan. If any assets with respect to any Transferred Non-U.S. Ashland Pension Plan are required by applicable Law to be transferred to Buyer in connection with the transfer of liabilities, such assets shall be transferred pursuant to applicable Law.

(r) Vesting of Retirement Plans. Prior to the Closing Date, Ashland or the applicable Asset Selling Corporations shall take all necessary actions to fully vest all accrued accounts, benefits or payments each Transferred Employee may be entitled to receive under all Seller Benefit Plans that are non-qualified retirement plans or arrangements and any Seller 401(k) Plan, to the extent not already vested.

(s) No Third Party Beneficiaries. The provisions of this Section 7.5 are solely for the benefit of the respective parties to this Agreement and nothing in this Section 7.5, express or implied, shall confer upon any Employee, or legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement. Nothing in this Section 7.5, express or implied, shall be (i) deemed an amendment of any plan providing benefits to any Employee, or (ii) construed to prevent Buyer from terminating or modifying to any extent or in any respect any benefit plan that Buyer may establish or maintain.

Section 7.6. Financing.

(a) Buyer shall, and shall cause Sponsor to, use reasonable best efforts to take, or cause to be taken, all appropriate action, do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver, or cause to be executed and delivered, such instruments and documents as may be necessary, proper or advisable to arrange and obtain the Financing as promptly as reasonably practicable on the terms (including the "market flex" provisions) and subject only to the conditions described in the Commitment Letters and Fee Letter, including, in the case of the Debt Financing, (i) to negotiate and enter into definitive agreements (the "Definitive Agreements") with respect to the Debt Financing on the terms (including the "market flex" provisions) and subject only to the conditions contained in the Debt Commitment Letter and Fee Letter (without regard to any adverse impact on any of Buyer's corporate default or equivalent credit ratings (whether by Moody's, Standard & Poor's or other recognized credit rating agencies)) or on such other terms as Buyer and the Lenders shall agree so long as the terms of the Definitive Agreements (w) do not reduce the aggregate amount of the Debt Financing to below \$600,000,000, (x) do not contain additional or modified conditions or other contingencies to the funding of the Debt Financing than those contained in the Debt Commitment Letter, and (y) are otherwise not reasonably likely to impair or delay the Closing or the date on which the Debt Financing would be obtained, (ii) to satisfy (or obtain the waiver of) on a timely basis all conditions to obtaining the Financing applicable to Buyer or its Affiliates set forth in the Debt Commitment Letter and the Definitive Agreements, (iii) to comply in all material respects with its obligations under the Debt Commitment Letter (or obtain the waiver of such obligations) and (iv) to consummate the Debt Financing contemplated by the Debt Commitment Letter and the Fee Letter (including the "market flex" provisions) at the Closing, including by using its reasonable best efforts to cause the Lenders to fund the Debt Financing. Buyer shall cause the Sponsor Fund to fund the Equity Financing at the Closing pursuant to the terms and conditions of the Equity Commitment Letter.