

# 6. Covenants of Buyer Prior to Closing

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## 6.1 REQUIRED APPROVALS

As promptly as practicable after the date of this Agreement, Buyer shall make, or cause to be made, all filings required by [Legal Requirements](#) (including all filings under the [HSR Act](#)) to be made by it to consummate the [Contemplated Transactions](#). Buyer also shall cooperate, and cause its [Related Persons](#) to cooperate, with Seller (a) with respect to all filings Seller shall be required by Legal Requirements to make and (b) in obtaining all [Consents](#) identified in Part 3.2(c), provided, however, that Buyer shall not be required to dispose of or make any change to its business, expend any material funds or incur any other burden in order to comply with this Section 6.1.

### COMMENT

Section 6.1 mirrors [Section 5.4](#). Section 6.1 requires Buyer to make (or cause to be made) all filings required to consummate the acquisition. The [HSR Act](#) requires a filing to be made by a buyer's "ultimate parent entity." Accordingly, if Buyer were a subsidiary of another company, that company would be required to make the HSR Act filing. The provision at the end of Section 6.1 has no counterpart in Section 5.4; Buyer would not expect to be asked to dispose of another business to obtain approval to acquire the Assets. Buyer retains sole discretion to determine, for example, whether to dispose of one of its existing businesses to obtain antitrust approval.

If a buyer or its corporate parent is not a U.S. person, the Exon-Florio Amendment to the 1988 Defense Production Act may require that an additional filing be made with the Committee on Foreign Investment in the United States, an interexecutive-department group constituted by Executive Order of the President. See the [Comment to Section 3.2](#).

## 6.2 BEST EFFORTS

Buyer shall use its [Best Efforts](#) to cause the conditions in [Article 8](#) and [Section 7.3](#) to be satisfied.

**COMMENT**

Section 6.2 establishes “[Best Efforts](#)” (as defined in Section 1.1) as an affirmative contractual duty of Buyer and is generally parallel to [Section 5.7](#), which establishes Seller’s and Shareholders’ Best-Efforts duties. See the [Comment to Section 5.7](#).