

(ii) if a Government Authority has previously accepted measures with respect to a certain environmental matter, measures regarding such matter in excess of or in addition to such previously accepted measures, unless and to the extent a Government Authority subsequently determines that additional Remedial Action is required under Environmental Laws as in effect on the Closing Date;

(iii) Environmental Laws or remediation standards more stringent than those existing under Environmental Laws as in effect on the Closing Date;

(iv) the failure of Buyer or any of its Affiliates to abide by restrictions or covenants set forth in Schedule 8.5(b)(iv) or agreed to by the parties pursuant to Section 8.9(c)(v);

(v) the failure of Buyer or any of its Affiliates to use reasonable efforts to mitigate liabilities and costs for which it seeks indemnification under this Article VIII;

(vi) repair, replacement or upgrade of equipment; or building, material, product or equipment decommissioning, decontamination or disposal; unless in any such case such action was required on or prior to the Closing Date by Environmental Laws as in effect on or prior to the Closing Date;