under the Securities Act of 1933 except pursuant to an exemption from such registration available under such act, and without compliance with foreign securities laws, in each case, to the extent applicable.

Section 4.5 Buyer Acknowledgments. Buyer acknowledges that it is acquiring the Assets, the Division and the Business without any representation or warranty, express or implied, by Seller (except as expressly provided herein) or by any of its Affiliates, outside counsel, or other advisers. In furtherance of the foregoing, and not in limitation thereof, Buyer acknowledges that neither Seller (except as noted in (ii) below) nor any of its advisors or counsel, including, without limitation, Salomon Brothers Inc, Merrill, Lynch & Co., Wachtell, Lipton, Rosen & Katz, King & Spalding, ENVIRON (a division of APBI Environmental Sciences Group, Inc.) nor any of their respective Affiliates or representatives, has made any representation or warranty, express or implied, with respect to, and Buyer is not relying upon, (i) any financial projection or forecast delivered to Buyer with respect to the Business or (ii) any legal advice or legal opinion or any projection or forecast concerning asbestos-related claims or (except for Seller's express representations and warranties provided herein), the availability and extent of insurance coverage or indemnification for asbestos-related claims.

ARTICLE V

Covenants of Seller and Buyer

Section 5.1 Investigation of Business; Access to Employees, Properties and Records. (a) After the date hereof and prior to the Closing Date, Seller shall, and shall cause the Canadian Subsidiary to: (i) afford to representatives of Buyer reasonable access to their respective offices, plants, properties, books and records during normal business hours, in order that Buyer may have full opportunity to make such investigations as it desires of the affairs of the Division; and (ii) cause their officers to furnish representatives of Buyer with such financial and operating data and other information with respect to the business, operations and properties of the Division as Buyer may from time to time reasonably request; provided, however, that such investigations and inquiries shall be at reasonable times and upon reasonable notice and shall not unreasonably disrupt the personnel and operations of Seller or the Canadian Subsidiary; and provided, further, that prior to the Closing Date, the parties shall cooperate in any environmental due diligence and, without the prior written consent of Seller, Buyer shall not conduct any soil, groundwater or other