

product shipped (i) by the Business prior to August 29, 1988 that are subject to indemnification under Section 12(b)(iii) or (v) of the Whitman Stock Purchase Agreement and as to which claims or causes of action Seller shall have given Whitman notice under the Whitman Agreements prior to the close of business on August 29, 1998, (ii) by the railroad products division of a predecessor of Seller and such division's predecessors, or (iii) by the Business on or after August 29, 1988 but prior to the Closing Date which claims or causes of action are filed on or prior to August 29, 1998 (other than workers' compensation claims and toxic tort claims described in Section 6.3(c)(D)); provided, however, that upon the occurrence of a Whitman Event, the liabilities and obligations described in clauses (i) and (ii) above shall cease to be Retained Asbestos Product Liabilities and shall become Assumed Liabilities for all purposes under this Agreement.

"Retained Assets" shall have the meaning set forth in Section 2.2.

"Retained Liabilities" shall have the meaning set forth in Section 2.4.

"Retained Off-Site Environmental Liabilities" shall mean all Environmental Liabilities and Costs with respect to the disposal of Hazardous Substances transported from the Assets or the Business to locations not owned or leased by the Business (i) to the extent such disposal occurred prior to August 29, 1988, (ii) to the extent such disposal occurred on or after August 29, 1988 and prior to the Closing Date and was transported from a property of the Business other than the Owned Real Property, or (iii) to the extent such disposal occurred on or after August 29, 1988 and prior to the Closing Date and was transported from the Owned Real Property and with respect to which Buyer shall have given written notice to Seller on or prior to the fourth anniversary of the Closing Date specifying in reasonable detail the legal and factual basis of such claim (it being understood and agreed that a notice identifying the disposal of Hazardous Substances by the Business in specified sites without specific written evidence that any Government Authority or third party is seeking to impose liability on Buyer with respect to disposals on such specified sites shall not be sufficient notice for purposes of this clause (iii)) in which case Seller's obligations hereunder shall continue until such claim is finally resolved; provided, however, that upon the occurrence of a Whitman Event, all liabilities and obligations described in clause (i) above (other than Retained Liabilities referred to in Sections 2.4(a), (d) or (h) which shall continue to be Retained Liabilities) shall cease to be Retained Off-Site Environmental Liabilities and shall become Assumed Liabilities for all purposes under this Agreement.