

Notwithstanding the provisions of this Section 5.1, nothing in this Agreement shall be construed or interpreted to (i) prevent Seller and the Champion Companies from making, accepting or settling intercompany advances to, from or with one another, or engaging in any other transaction incidental to their normal cash management procedures including short-term investments in time deposits, certificates of deposit and bankers acceptances made in the ordinary course of business; or (ii) prevent the Champion Companies from paying dividends.

5.2 Access to Information.

(a) Between the date of this Agreement and the Closing Date, Seller will give Buyer (or its authorized representatives) reasonable access to all books, records, plants, offices, warehouses and other facilities and properties of the Champion Companies during regular business hours and upon reasonable notice, and will reasonably permit Buyer to make copies of such books and records. Buyer shall not (and shall cause its authorized representatives not to) conduct any such investigation in a manner which interferes unreasonably with the operation of the Business.

(b) With respect to any environmental due diligence: (i) Buyer shall not conduct any soil, groundwater, air or other sampling upon any Owned Real Property, Leased Real Property or any property otherwise used by the Champion Companies (including off-site locations), without Seller's prior written consent (which shall not be unreasonably withheld), and (ii) Buyer shall notify Seller prior to contacting any Governmental Authority concerning environmental matters relating to the Business and keep Seller apprised of any material communications with or any material inquiries or requests made by any Governmental Authority. Buyer shall conduct such environmental due diligence of the Champion Companies as Buyer, in its sole discretion, deems reasonable and appropriate, and Seller shall cooperate in good faith with such investigation. Buyer shall indemnify, defend and hold Seller harmless from any and all material liability (excluding consequential damages) from environmental conditions to the extent they arise directly out of or are aggravated by the performance of Buyer's environmental inspection.