Property, (ii) locating all improvements, Encumbrances which are evidenced by a recorded document or which are visible (setting forth the recording information of any recorded instruments), setback lines, alleys, streets and roads, (iii) showing any encroachments which are evidenced by a recorded document or which are visible upon or by any improvements on the Owned Real Property, and (iv) showing all dedicated public streets providing access to the Owned Real Property and the municipal address of any improvements located on the Owned Real Property. The cost of the surveys shall be shared equally between Seller and Buyer.

Section 5.15 Mexico Non-Compete. Buyer will not, and will cause its Affiliates not to, take any action that would cause Seller or any Affiliate of Seller to breach its obligations under the covenant not to compete set forth in Section 4.8 of the Acquisition Agreement, dated as of December 21, 1989, between Echlin Inc. and Abex Corp. (as predecessor to Seller). Seller represents and warrants that the covenant not to compete expires December 21, 1994. Buyer agrees not to manufacture or permit any of its Affiliates to manufacture products in Mexico using any Intellectual Property of the Business until after December 21, 1994.

Section 5.16 Financial Statements. Until the Closing, on or before the thirtieth (30) day of each month, Seller shall deliver to Buyer unaudited internal monthly financial package of the Division as of the end of the preceding month in the form customarily prepared by the Division for Seller's senior management.

Section 5.17 Seller Covenant Not to Compete. For a period of five (5) years from and after the Closing Date, Seller will not engage, directly or through any Continuing Affiliate, in the Business conducted by the Division as of the Closing Date in any geographic area in which the Division conducts the Business as of the Closing Date; provided, however, that this Section 5.17 shall not prevent Seller or any Continuing Affiliate from:

(i) acquiring no more than 5% of the outstanding stock, partnership or other equity interests in any Person;

(ii) acquiring any or all of the outstanding capital stock, partnership or other equity interests in any Person for which the annual revenues derived from the business of such Person that competes with the Business are not more than 10% of such Person's total annual revenues; or