(g) There are no environmental matters relating to the Business (including potentially responsible party sites) for which Seller seeks or has sought indemnification from Whitman, or which Whitman is otherwise handling, which could be covered by Whitman's indemnity under the Whitman Agreements. With respect to each such matter, Schedule 8.2 identifies:

(i) The street address at which the environmental matter is located;

(ii) The current owner(s) of the property and all persons significantly involved in presenting a claim, or discussion of a claim;

(iii) Whitman's response to Seller's request for indemnification;

(iv) Whether Whitman or Seller has assumed the defense, in accordance with the Whitman Agreements;

(v) Whether Whitman or Seller is managing the matter, in accordance with the Whitman Agreements; and

(vi) Whether Whitman or Seller is monitoring the matter, in accordance with the Whitman Agreements; and

(h) Seller has heretofore delivered to Buyer a copy of the Whitman Agreements. The Whitman Agreements are valid and binding obligations of Seller and, to Seller's Knowledge, of Whitman, and are in full force and effect. To Seller's Knowledge, there is no breach or alleged breach under the Whitman Agreements with respect to the Business or Assets or any other breach or alleged breach that would give Whitman the right to terminate the Whitman Agreements. To Seller's Knowledge, (i) since August 29, 1988, the Division has not (other than in Canada) manufactured or sold any products that contain asbestos, (ii) since January 1, 1993, the Division has not manufactured or sold any products in Canada that contain asbestos and (iii) since August 29, 1988, (x) the Canadian Subsidiary has not knowingly shipped any asbestos-containing products from Canada to the United States and (y) to Seller's Knowledge no customer of the Canadian Subsidiary has shipped any asbestos-containing products from Canada to the United States.

Section 8.3 Survival of Representations, Warranties, Covenants and Agreements. (a) All representations and warranties of the Seller contained in this Article VIII (including any Schedule hereto) shall terminate on and as of the Closing Date and no claim, action or proceeding with respect thereto may be brought after the Closing; provided, however, that the