

5.27. **Friable Asbestos Remediation.** Within sixty (60) days after the Closing, a qualified contractor(s) or consultant(s) shall have conducted surveys to identify friable asbestos, if any, at all of the active and inactive, in whole or in part, Owned Real Property and Leased Real Property (to the extent the Champion Companies have any obligation for facility or asbestos maintenance at any Leased Real Property). Prior to the Closing, Seller and Buyer shall have mutually agreed upon the choice of the contractor(s) or consultant(s) and shall share equally the expenses related to such survey services to be performed by the contractor(s) or consultant(s). Seller and Buyer shall agree upon (i) the scope of services to be performed by such contractor(s) or consultant(s), and (ii) the agreement to be executed with, and the terms of retainer of, such contractor(s) or consultant(s). The surveys shall include an estimate of the costs of remediation (including full or partial encapsulation, removal, any air monitoring during the remediation or other action) of any identified friable asbestos. With regard to any friable asbestos identified in the surveys, Seller shall, at its option, either (a) promptly reimburse Buyer the amount of money required to conduct such remediation of any friable asbestos to the minimum extent required by applicable Environmental Law, or (b) conduct such remediation itself to the minimum extent required by applicable Environmental Law, using a qualified contractor(s) or consultant(s), which contractor(s) or consultant(s), and the terms of their retainer, shall be reasonably acceptable to Buyer. Seller shall complete as soon as reasonably practicable its obligations in the immediately preceding sentence, and then notwithstanding anything to the contrary contained in this Agreement, Seller shall have no further liability or obligation whatsoever (including Environmental Liability) to the Buyer Indemnified Parties arising out of any friable asbestos at the Owned Real Property and Leased Real Property. Seller and Buyer shall mutually agree regarding access to the facilities for the conduct of the surveys and such remediation.

6. **EMPLOYEE MATTERS.**

6.1. **Certain Definitions.** For the purpose of this Agreement, the following capitalized terms have the meanings ascribed to such terms as set forth below: