

**SECTION 6.05. Access.** (a) National will afford, and will cause each National subsidiary to afford, the officers and authorized representatives of Emery access to the plants, properties, books and records of National and each National subsidiary and will furnish Emery with such additional financial and operating data and other information as to the business and properties of National and each National subsidiary, as Emery may reasonably request. If, for any reason, the Merger is not consummated, Emery will cause all confidential information obtained by it from National to be treated as such, will not use such information in a manner detrimental to National and will promptly return to National all documents, papers, books, records and other materials (and all copies thereof) obtained from National in the course of its investigation and evaluation of National.

(b) Emery will afford, and will cause each Emery subsidiary to afford, the officers and authorized representatives of National access to the plants, properties, books and records of Emery and each Emery subsidiary and will furnish National with such additional financial and operating data and other information as to the business and properties of Emery and each Emery subsidiary, as National may reasonably request. If, for any reason, the Merger is not consummated, National will cause all confidential information obtained by it from Emery to be treated as such, will not use such information in a manner detrimental to Emery and will promptly return to Emery all documents, papers, books, records and other materials (and all copies thereof) obtained from Emery in the course of its investigation and evaluation of Emery.

**SECTION 6.06. Approvals.** (a) National and NDCC will use their best efforts to obtain all approvals required to be obtained by National or NDCC, and to assist Emery in obtaining all approvals required to be obtained by Emery, from any appropriate governmental or regulatory body or other person in connection with the carrying out of the transactions contemplated by the Merger Agreement.

(b) Emery will use, and will use its best efforts to cause each Emery subsidiary to use, its best efforts to obtain all licenses or other approvals required to be obtained by Emery or any Emery subsidiary, and to assist National and NDCC in obtaining all approvals required to be obtained by National or NDCC, from any appropriate governmental or regulatory body or other person in connection with the carrying out of the transactions contemplated by the Merger Agreement and the continued operation of the business of Emery and the Emery subsidiaries after the Merger.

**SECTION 6.07. Information.** (a) National will furnish Emery with all information concerning National and its consolidated subsidiaries reasonably required for inclusion in the Joint Proxy Statement, or any application made by Emery to any governmental or regulatory body in connection with the transactions contemplated by the Merger Agreement.

(b) Emery will furnish National with all information concerning Emery and the Emery subsidiaries reasonably required for inclusion in the Joint Proxy Statement, the Amended Registration Statement or any application made by National to the Internal Revenue Service, the Commission, the Canadian Foreign Investment Review Agency, any stock exchange or any governmental or regulatory body in connection with the transactions contemplated by the Merger Agreement.

**SECTION 6.08. Public Announcements.** National and Emery will consult with each other with respect to any announcement to the public or any statement to their employees generally concerning or related to the transactions contemplated by the Merger Agreement.

**SECTION 6.09. Notice of Breach.** (a) National will immediately give notice to Emery of the occurrence of any event or the failure of any event to occur that results in a breach of any representation or warranty by National or NDCC or a failure by National or NDCC to comply with any covenant, condition or agreement contained herein.

(b) Emery will immediately give notice to National of the occurrence of any event or the failure of any event to occur that results in a breach of any representation or warranty by Emery or a failure by Emery to comply with any covenant, condition or agreement contained herein.

**SECTION 6.10. Representations.** National and Emery (i) will take, and will cause their respective subsidiaries to take, all action necessary to render accurate as of the Effective Time of the Merger their respective representations and warranties contained herein, (ii) will refrain, and will cause their