respect any provision of, or be an event that is (with or without notice or lapse of time or both) a violation or breach in any material respect of, or constitute (with or without notice or lapse of time or both) a default in any material respect (or give rise to any right of termination, cancellation or acceleration or result in the creation of any Encumbrance) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lien, lease, license, permit, contract, agreement, obligation, instrument, order, arbitration award, judgment, injunction or decree to which Buyer is a party or by which Buyer or any of its properties or assets may be bound, in any such case, that is material to the consummation of the transactions contemplated by this Agreement, or (iii) violate or conflict with, in any material respect, any law, statute, rule or regulation applicable to Buyer or any of its properties or assets or any other restriction of any kind or character to which Buyer is subject, in any such case, that is material to the consummation of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming the due execution and delivery hereof by Seller, this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether a proceeding is brought in equity or at law).

Section 4.2 Brokers, Finders, etc. Buyer has not employed any broker, finder, consultant or other intermediary in connection with the transactions contemplated hereby who would have a valid claim for a fee or commission from Seller in connection with such transactions.

Section 4.3 Approvals, Consents, etc. Schedule 4.3 lists all material filings with Governmental Authorities, Government Permits and Approvals required to be obtained or made by Buyer from or with any Person in connection with the consummation of the Asset Purchase except for those which become applicable solely as a result of the specific regulatory status of Seller or its Affiliates.

Section 4.4 Acquisition of Canadian Shares for Investment. Buyer is, and any Affiliate of Buyer designated pursuant to Section 2.10 will be, acquiring the Canadian Shares for investment and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling the Canadian Shares, except to an Affiliate of Buyer. Buyer agrees that the Canadian Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration