

Agreement within 10 days of the date of Seller's notice pursuant to Section 10.1(b) by reason of such condition, event or development, Seller's written notice will be deemed to have amended the disclosure schedules or otherwise qualify the relevant representations and warranties so as to cure any breach of the relevant representations and warranties.

5.11. WARN Act Buyer agrees to indemnify, defend and hold harmless the Seller Indemnified Parties from any Adverse Consequences arising from the failure to comply with the Worker Adjustment and Retraining Notification Act relating to a "plant closing" or "mass layoff" (as those terms are defined in such Act), by Buyer or the Champion Companies, occurring on or after the Closing Date. Seller agrees to indemnify, defend and hold harmless Buyer Indemnified Parties from any Adverse Consequences arising from the failure to comply with the WARN Act relating to a "plant closing" or "mass layoff," by Seller or the Champion Companies, occurring on or prior to the Closing Date.

5.12. Assumption of Certain Seller Obligations

(a) "Seller's Company Obligations" shall mean any obligation, commitment, liability or responsibility of Seller, its Affiliates or its or their Predecessors (whether or not also an obligation, commitment, liability, or responsibility of or claim against, in whole or in part, the Champion Companies) arising, undertaken or created in connection with, on behalf of or for the benefit of the Champion Companies, or arising from the conduct of the Business, and relating to (i) any employment or severance agreements (with the employees set forth on Disclosure Schedule 5.12(i), (ii) any stock purchase or asset purchase agreements concerning the acquisition or divestiture of any shares or assets of the Champion Companies or of the Business (including the obligations of Seller and its Affiliates under the agreements set forth in Disclosure Schedule 5.12(ii)); (iii) any labor or collective bargaining agreements relating to the Champion Companies; (iv) any contracts with any Governmental Authority relating to the Champion Companies; (v) any licenses or leases of computer hardware and software relating to the Champion Companies (including the licenses or leases set forth