eligible to participate in the agreements and programs referred to in clauses (xiv) through (xvii) above, however, the Buyer will assume any liability for charges under such agreements including those which the Champion Companies may incur during the transition period following Closing when Buyer is establishing comparable arrangements for the Champion Companies. Seller shall retain the cash proceeds for any rebates relating to the agreements and programs referred to in clauses (xvi) and (xvii) above. Buyer acknowledges that it will be liable for all continuing obligations of Seller after the Closing with respect to the Seller Company Obligations referred to in clauses (i) through (xiii) above. Buyer agrees that it will cause the Champion Companies to continue to participate in Seller's agreement with Sprint for telephone services, voice and data communications until the current agreement expires on April 30, 2000 and the Champion Companies will continue to receive the discounts and service credits related to their use of the Sprint services.

(c) After the Closing Date and upon Seller's request, and for no further consideration, Buyer shall use and shall cause any Affiliate of Buyer to use its reasonable best efforts to obtain full releases of Seller and any of its Affiliates from liability under the Seller's Company Obligations assumed by the Buyer pursuant to paragraph (b) above, provided, however, that until Buyer obtains such releases, Buyer shall not take, and shall not permit any Affiliate of Buyer to take, any action that has the effect of amending or otherwise modifying any provisions of any of the Seller's Company Obligations assumed by the Buyer for which Seller or any of its Affiliates may have continuing liability, either primary or contingent, except for amendments or modifications which do not (i) increase in any material respect any liability of Seller or any of its Affiliates thereunder, or (ii) extend the period of time during which Seller or any of its Affiliates will be obligated or liable thereunder.

5.13. <u>Payment for Inter- and Intra-Company Accounts</u>.

(a) Subject to paragraph (b) below, effective as of the Closing, (i) Buyer shall be deemed to have acquired from Seller and its Affiliates, all inter- and intra-company payables