(m) Subject to paragraph (n) below, the Peg Statement of Net Assets does not; however, the Preliminary and Final Closing Statements of Net Assets will, include any third party debt of the Champion Companies including the third party debt set forth in Disclosure Schedule 2.3(m).

(n) The Peg Statement does not, and the Preliminary and Final Closing Statements of Net Assets will not, include the third party debt of the Champion Companies relating to the industrial development revenue bonds described in Section 5.23 of this Agreement.

2.4. Seller's Review of Preliminary Closing Statement of Net Assets. Seller shall have 60 days following receipt of the Preliminary Closing Statement of Net Assets to review such statement. If Seller determines that it has not been prepared in accordance with the provisions of Section 2.3, then within the 60-day period allowed for Seller's review, Seller shall send a letter to Buyer ("Seller's Letter") setting forth in reasonable detail the adjustments that Seller determines are appropriate. During such 60-day period, Buyer shall grant Seller and its representatives reasonable access during normal business hours to the books and records of the Champion Companies including any working papers or other documents prepared by Buyer or its accountants or auditors with respect to the Preliminary Closing Statement of Net Assets. If Seller does not prepare and furnish Seller's Letter to Buyer within the 60 days allowed, then the Preliminary Closing Statement of Net Assets as prepared by Buyer will become the Final Closing Statement of Net Assets.

2.5. Buyer Response to Seller's Letter. Buyer will have 30 days following receipt of Seller's Letter, if any, to review such letter and prepare a written response ("**Buyer's Letter**") setting forth Buyer's position with respect to each adjustment proposed by Seller in Seller's Letter. If Buyer does not prepare and furnish Buyer's Letter to Seller within the 30 days allowed, then all of the adjustments set forth in Seller's Letter shall be deemed to have been accepted by Buyer, and the Final Closing Statement of Net Assets shall be determined by adjusting the Preliminary Closing Statement of Net Assets for all of the adjustments set forth in Seller's Letter.