

3.19. **Brokers, Finders, etc.** Other than Merrill Lynch & Co. whose fees will be paid by Seller, Seller has not retained any broker, finder or agent in connection with the transactions contemplated by this Agreement who would have a valid claim for a fee or commission in connection with such transactions for which Buyer or its Affiliates may be held liable.

3.20. **Product Liability.** None of the Champion Companies has any liability arising out of any injury to individuals or property as a result of the ownership, possession or use of any product manufactured, sold, leased or delivered by any of the Champion Companies except: (i) for any asbestos related actions or claims; (ii) for any environmental matters which are addressed in Section 3.11; and (iii) with respect to matters not covered by clauses (i) and (ii) above, except to the extent accrued or reserved against on the Final Closing Statement of Net Assets. To Seller's Knowledge, there are no such pending product liability claims against the Champion Companies except as set forth on Disclosure Schedule 3.20.

3.21. **Product Warranty.** To Seller's Knowledge, (i) except as set forth in Section 3.21 of the Disclosure Schedule, none of the products manufactured, sold, leased, or delivered by the Champion Companies prior to Closing is currently the subject of a product recall and (ii) the accrual included in the Financial Statements for product warranty claims is adequate.

3.22. **Disclosure Schedules.** All Disclosure Schedules attached hereto are true, correct and complete as of the date of this Agreement, and will be true, correct and complete as of the Closing Date.

4. **REPRESENTATIONS AND WARRANTIES OF BUYER.**