4.4. **Non-Contravention**. Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with or breach any provision of the certificate of incorporation or by-laws (or similar organizational documents) of Buyer or its designated Affiliates that acquire the Related Companies or the Canadian Division; (ii) violate any statute, regulation, rule, injunction, judgment, order or decree of any Governmental Authority applicable to Buyer, its Affiliates or any of their assets; (iii) result in a breach of, constitute a default under, or give rise to any right of termination or acceleration under, any provision of any agreement, contract, lease, license, or instrument to which Buyer or its Affiliates is a party, is bound or by which any of their assets is subject, except in the case of clauses (ii) and (iii) for violations, breaches, defaults or rights of termination or acceleration would not have a material adverse effect on Buyer's ability to consummate the transactions evidenced hereby.

4.5. **Brokers, Finders, etc.** Other than Chase Securities, Inc., whose fees will be paid by Buyer, Buyer 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 Seller or its Affiliates may be held liable

4.6. **Availability of Funds**. Buyer will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated by this Agreement.

4.7. **Investment**. Buyer is not acquiring the Champion Common Stock (and by virtue thereof the shares of the Champion Subsidiaries) and Buyer and its designated Affiliates are not acquiring the shares of the Related Companies with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended. Buyer acknowledges that it has received, or has had access to, all information necessary or advisable to enable it and its Affiliates to make a decision concerning the purchase of the Champion Common Stock and the shares of the Related Companies