

to provide that Buyer and its Affiliates shall receive the benefits under any such contract, lease or other agreement, including performance by Seller as agent, provided that Buyer and its Affiliates shall undertake to pay, satisfy and indemnify the Seller against the corresponding liabilities for the enjoyment of such benefit as if such consent or approval has been obtained. Buyer shall reimburse Seller for any costs and expenses it incurs after the Closing Date in seeking to obtain or obtaining any consent or approval.

5.19. Other Agreements. At Closing, the parties hereto shall or shall cause their respective Affiliates to execute and deliver the following agreements (collectively, the "Other Agreements"):

- (a) Canadian Asset Transfer Agreement,
- (b) Assignments or subleases of computer hardware and software;
- (c) Transition Services Agreement; and
- (d) Such other agreements or documents as are reasonably required to consummate the transactions contemplated by this Agreement.

5.20. Buyer Investigation: No Representations or Warranties.

(a) BUYER HEREBY ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED AND CONDUCTED DUE DILIGENCE SATISFACTORY TO BUYER WITH RESPECT TO THE ASSETS OF THE "CHAMPION COMPANIES" (INCLUDING, BUT NOT LIMITED TO, THE OPERATIONS, FACILITIES, CONTRACTS, CUSTOMER FILES, INTELLECTUAL PROPERTY, FINANCIAL INFORMATION AND PROSPECTS OF THE BUSINESS), AND HAS BEEN REPRESENTED BY, AND HAD THE