

(e) make any capital expenditures which in the aggregate exceed \$2 million (excluding any capital expenditures reflected in any capital authorizations, additions or budgets previously disclosed to Buyer);

(f) create, incur or assume any long-term debt;

(g) except in the ordinary course of business consistent with past practice, create, incur or assume any short-term debt to Persons other than another Champion Company or to Cooper Finance Inc. in the ordinary course of daily cash management activities consistent with past practices;

(h) assume, guarantee, endorse or otherwise become liable or responsible for the obligations of any other Person other than another Champion Company;

(i) permit any of its current insurance policies to be canceled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing coverage substantially similar to or greater than coverage remaining under those canceled, terminated or lapsed are in full force and effect,

(j) except as required by law, or pursuant to the terms of any collective bargaining agreement; (i) enter into, adopt, amend or terminate any Champion Employee Plan, Champion Benefit Arrangement or Champion International Plan, or (ii) increase the compensation or fringe benefits of any director, officer or other employee, except such increases as are granted in the ordinary course of business consistent with past practice (which shall include normal periodic performance reviews and related compensation and benefit increases); or

(k) agree to take any of the foregoing actions