

on Disclosure Schedule 5.12(v)); (vi) Performance Obligation Instruments, Outstanding FX Contracts and Additional FX Contracts; (vii) the orders and decrees with the Governmental Authorities relating to the Champion Companies described in Disclosure Schedules 3.9 and 3.11 except to the extent Seller is obligated to reimburse or indemnify Buyer and its Affiliates for liabilities relating to such orders and decrees pursuant to this Agreement; (viii) fees, expenses and costs incurred in the recruitment and relocation of employees including the excess of any advances made or costs incurred by Seller or its Affiliates over proceeds received on disposition of the property relating to home sale assistance program or employee relocation policy; (ix) the commitments for charitable contributions set forth on Disclosure Schedule 5.12(ix); (x) the operation of and products manufactured or sold by the Wagner industrial brake business including all liabilities arising from or related to asbestos in such industrial brakes regardless of when the industrial brakes were manufactured or sold which business was sold by Seller to Magnetek, Inc. pursuant to an Agreement for Sale of Stock dated as of December 30, 1986; (xi) the contingent fees payable to Seller's outside counsel to the extent such fees relate to harbor maintenance tax refunds that are received by the Champion Companies and estimated savings recognized by the Champion Companies for 1998 harbor maintenance taxes if such taxes would have been paid consistent with past practice; (xii) retrospectively rated casualty insurance policies in the name of a Champion Company including those policies set forth in Disclosure Schedule 5.12(xii); (xiii) the agreement with Sprint for telephone services, voice and data communications; (xiv) regional supply agreements for the purchase of office supplies/MRO materials; (xv) any agreements for motor contract carriage relating to the Champion Companies; (xvi) the agreement with Donlen Corp. and GE Capital Fleet Services for the acquisition, maintenance and disposal of vehicles; and (xvii) costs incurred by Seller for travel arrangements for Employees.

(b) Buyer expressly agrees that it shall assume Seller's Company Obligations (except for the liabilities described in Section 5.12(a)(x)) to the extent related solely to the Champion Companies and shall discharge the same in accordance with their terms. Seller shall cause one of its designated Affiliates to assume the Seller's Company Obligations described in Section 5.12(a)(x). For purposes of clarification, after the Closing the Champion Companies will not be