leases or agreements any existing monetary default or material non-monetary default by a Champion Company, or to Seller's Knowledge, any other party thereto.

3.14. Real Property.

(a) Disclosure Schedule 3.14(a) sets forth a list of all the real property of the Business that is owned by the Champion Companies (or with respect to the Canadian Division, which is owned by Cooper Industries (Canada) Inc.) (the "**Owned Real Property**"). The Champion Companies (or with respect to the Canadian Division, Cooper Industries (Canada) Inc.) have good title to the Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. At Closing, Cooper Industries (Canada) Inc. shall transfer to Buyer or its designated Affiliate good title to the Owned Real Property of the Canadian Division, free and clear of all Encumbrances other than Permitted Encumbrances. There are no appropriation, condemnation, eminent domain or like proceedings relating to the Owned Real Property and, to Seller's Knowledge, none are threatened.

(b) Disclosure Schedule 3.14(b) lists all real property of the Business that is leased by the Champion Companies (or with respect to the Canadian Division, which is leased by Cooper Industries (Canada) Inc.) (the "**Leased Real Property**"). The Champion Companies (or with respect to the Canadian Division, Cooper Industries (Canada) Inc.) have a valid leasehold interest in the Leased Real Property. At Closing, Cooper Industries (Canada) Inc. shall assign to Buyer or its designated Affiliate the interest of Cooper Industries (Canada) Inc. under those leases for the Leased Real Property to which Cooper Industries (Canada) Inc. is a party. There are no existing material defaults by any Champion Company, or to Seller's Knowledge, by any other party, under any leases for the Leased Real Property.

3.15. Intellectual Property.