hereby and thereby (the "Other Seller Agreements") and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Other Seller Agreements, the consummation of the transactions contemplated hereby and thereby and the performance of Seller's obligations hereunder and thereunder have been duly and validly authorized and approved by all necessary corporate proceedings on the part of Seller and no other corporate proceedings or actions on the part of Seller, its board of directors or stockholders are necessary therefor. The execution, delivery and performance by Seller of this Agreement and the Other Seller Agreements will not (i) conflict with, breach or violate any provision of Seller's certificate of incorporation or by-laws, (ii) conflict with, breach or violate any provision of the Canadian Subsidiary's certificate of incorporation or by-laws or similar organizational instrument, (iii) except as disclosed in Schedule 3.1(c) or Schedule 3.9(b), violate or breach in any material respect any provision of, or be an event that is (with or without notice or lapse of time or both) a violation or breach in any material respect of, or constitute (with or without notice or lapse of time or both) a default in any material respect (or give rise to any right of termination, cancellation or acceleration or result in the creation of any Encumbrance) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lien, lease, license, permit, contract, agreement, obligation, instrument, order, arbitration