of the currency sold (which is designated in such schedule as a negative number) in the currency designated in such schedule; and (ii) Seller shall direct each Bank designated in such schedule to deliver to Buyer, or a Buyer Affiliate as instructed by Buyer, the amount of the currency purchased (which is designated in such schedule as a positive number) in the currency designated in such schedule. Any delivery instructions under this Section 5.16 shall be provided in writing no later than two business days before the applicable Maturity Date. For any foreign exchange contract entered into by Seller or its Affiliates after the date hereof on behalf of or for the benefit of the Champion Companies in the ordinary course of the Business consistent with past practices that requires delivery after the Closing Date ("**Additional FX Contracts**"), (i) Seller shall promptly notify Buyer in writing of any Additional FX Contracts, (ii) Buyer shall timely deliver the amount of the currency sold thereunder in accordance with the terms thereof, and (iii) Seller shall direct the Bank to each such Additional FX Contract to deliver timely to Buyer or a Buyer Affiliate (as Buyer may instruct) the currency purchased thereunder in accordance with the terms thereof On and after the Closing Date, Buyer shall be entitled to all rights of Seller under all Outstanding FX Contracts and Additional FX Contracts (including the right to receive all payments due to Seller and its Affiliates thereunder in accordance with the terms thereof), and Seller shall take such actions as Buyer may reasonably request on or after the Closing Date to provide Buyer with the benefit of all rights and remedies available to Seller and its Affiliates under each Outstanding FX Contract and Additional FX Contract.

5.17. **Standard Motor Products Purchase Price Adjustment and Consigned Inventory**. Seller and Buyer confirm and agree that Seller has the right to receive any and all payments due from Standard Motor Products pursuant to Sections 7 20(d), (e) and (f) of the Asset Exchange Agreement dated as of March 28, 1998 among Standard Motor Products and certain Champion Companies. If Buyer or its Affiliates receive any such payments from Standard Motor Products, the Buyer shall and shall cause its Affiliates promptly to remit any such payments to Seller, but in no event later than five business days following the receipt of such payments by Buyer or its Affiliates. If Buyer or its Affiliates fail to timely remit such payments to Seller, Buyer shall pay Seller interest on such amount at the rate of nine percent (9%) per annum from the due date of such