employees of the Division and to preserve the goodwill of customers, suppliers, licensors, licensees, and others having business relations with the Division.

(b) Seller will not permit the Canadian Subsidiary to: (i) issue or sell any shares of its capital stock, or any other securities (including indebtedness with the right to vote), or equity equivalents (including stock appreciation rights) or options with respect to, or warrants to purchase or rights to subscribe for, any shares of its capital stock; (ii) merge or consolidate with any other Person; or (iii) amend or propose to amend its charter or by-laws.

(c) The Division shall not: (i) create, incur or assume any indebtedness for money borrowed which would become an Assumed Liability (including obligations in respect of capital leases), except inter- and intra-company loans and advances between the Division and Seller or any other Affiliate of Seller; (ii) except in the ordinary course of business, assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person which are material to the Business and would become an Assumed Liability; (iii) incur any liability relating to a documentary or standby letter of credit by Seller or the Canadian Subsidiary in connection with the Business other than in the ordinary course of business; or (iv) make any loans, advances or capital contributions to, or investments in, any Person other than loans and advances in the ordinary course of business in an amount not greater than ten thousand dollars ($10,000), except inter- and intra-company loans and advances between the Division and Seller or any other Affiliate of Seller.

(d) The Division shall not change any accounting principles, methods or practices except as required by changes in GAAP.

(e) The Division shall not license, sell, exchange, lease, transfer, or otherwise dispose of any assets (other than Retained Assets), except in the ordinary course of business.

(f) The Division shall not enter into any new commitment for capital expenditures which exceeds $50,000 per commitment.

(g) Except in the ordinary course of business, the Division shall not cancel, amend, release, waive or compromise any debts or claims in favor of Seller or the Canadian Subsidiary in excess of $100,000 in the aggregate.

(h) The Division shall not acquire any Real Property other than Retained Assets.