indemnity arising from or out of claims by or against any Champion Companies, acts or omissions of any Champion Company, or related to the Business Within 30 days of Closing, the Buyer shall replace any applicable outstanding certificates of insurance provided to Persons in connection with the Business with a new certificate of insurance for the requisite coverage.

(c) The obligations of Seller and its Affiliates under this Section 5.8 hereunder shall not include prosecuting or defending litigation relating to claims of the Champion Companies unless Seller elects to engage in such litigation upon a request by Buyer to do so, which litigation would be conducted at Buyer's expense.

5.9. Transfer Costs. Regardless of which party is required to pay the following transfer costs under applicable law, Buyer and Seller shall equally share the cost of (i) any sales, use, value added, transfer, documentary, registration or stamp and any recording, notarial or filing, and other similar taxes, fees and expenses (including all applicable stock transfer, real estate transfer taxes, and including any penalties, interest and additions to such Tax) incurred in connection with this Agreement and the transactions contemplated hereby; (ii) any license fees or other costs and expenses payable to a licensor or lessor in order to assign, license, sublicense, lease, sublease or otherwise transfer any computer hardware or software used in the Business to Buyer or its Affiliates including the Champion Companies, and (iii) any fees for appraisals obtained for the purpose of supporting the allocation of the Purchase Price pursuant to Section 2.10. Notwithstanding the foregoing, any value added taxes or Canadian General Sales Taxes will be fully paid by the party customarily responsible therefor to the extent such taxes are recoverable by credit or otherwise.

5.10. Disclosure Supplements. If, prior to Closing, Seller notifies Buyer in writing of any condition, event or development causing a breach of any of the representations and warranties of Seller in this Agreement and such condition, event or development has had a Material Adverse Effect upon the financial condition of the Champion Companies taken as a whole, then Buyer may have the right to terminate this Agreement pursuant to Section 10 1(b). Unless Buyer terminates this