

of Net Assets) not less than two (2) days prior to the due date thereof (provided that Buyer is in compliance with the immediately preceding sentence). Buyer shall promptly file each such Tax Return (as resubmitted to it by Seller) and pay all Taxes shown as due thereon, and Buyer shall send Seller copies of documentation showing such filing and payment.

7.5. **Tax Refunds.** Seller shall be entitled to any refunds or credits of Taxes attributable to (i) Seller, its Affiliates, Champion, the Champion Subsidiaries or the Related Companies with respect to any taxable period ending on or before the Closing Date; (ii) Champion's registered branch in Germany (Champion Zundkerzen Deutschland Niederlassung Deutschland der Champion Spark Plug Company) with respect to any taxable period ending on or before the Closing Date; and (iii) the Canadian Division for any period while the Canadian Division was owned by Cooper Industries (Canada) Inc., its Affiliates or any Predecessors. If Buyer or any of its Affiliates, including Champion, the Champion Subsidiaries or the Related Companies, receives any such refund or credit of Taxes by way of payment, credit or otherwise, to which Seller is entitled under this Paragraph), Buyer shall promptly upon receipt thereof remit the same to Seller. Any refunds or credits of Taxes of any Champion Company relating to taxable periods beginning after the Closing Date shall belong to Buyer.

7.6. **Wage Reporting.** Pursuant to the alternative procedure prescribed by Section 5 of Revenue Procedure 96-60: (i) Seller and Buyer shall report on a "predecessor-successor" basis with respect to employees of Seller who are employed by Buyer or its Affiliates after the Closing, (ii) Buyer will assume Seller's entire obligation to prepare, file and furnish Forms W-2 for the year ended December 31, 1998, with respect to such employees, (iii) Seller and its Affiliates shall be relieved of any obligation to provide Forms W-2 to such persons for such year, and (iv) Seller and Buyer will work in good faith to adopt similar procedures under applicable state or local laws. The parties shall cooperate with each other in preparing filings and forms relating to these procedures, and Seller shall provide Buyer with any information in its possession which Buyer needs to satisfy its obligations under this Section.