

investigations, examinations, proceedings, actions or claims are threatened. All contributions or premiums required to be made by the Canadian Subsidiary under the terms of each Canadian Plan or by Canadian Laws have been made in a timely fashion in accordance with Canadian Laws and the terms of the Canadian Plans. To Seller's Knowledge, no insurance policy or insurance contract that provides funding for any Canadian Plan permits or requires any retroactive increase in premiums. To Seller's Knowledge, there have been no improper withdrawals, applications or transfers of assets from any Canadian Plan or the trusts or other funding media relating thereto, and neither the Seller nor the Canadian Subsidiary, nor any of their agents, has been in breach of any fiduciary obligation with respect to the administration of the Canadian Plans or the trusts or other funding media relating thereto. The level of insurance reserves under each insured Canadian Plan is reasonable and sufficient to provide for all incurred but unreported claims. Except as set forth on Schedule 6.1(e), none of the Canadian Plans provides benefits to retired employees or to the beneficiaries or dependents of retired employees except the registered pension plan and the deferred profit sharing plan.

(f) The plans identified on Schedule 6.1(f) (the "Terminated Plans") are defined benefit pension plans that were terminated effective as of October 31, 1991. Such terminations were effected in compliance with applicable law. The assets remaining in each of the Terminated Plans are sufficient to fund all remaining benefits of, and surplus entitlements under, such Terminated Plan, after all expenses allowable by law of such Terminated Plans have been paid. No events have occurred or are expected to occur which would materially adversely affect the wind-up reports or financial statements applicable to the Terminated Plans. All of the Terminated Plans are and have been established, registered, invested and administered, in all material respects, in accordance with all laws, regulations, orders or other legislative, administrative or judicial promulgations applicable to the Terminated Plans ("Laws Applying to Terminated Plans") and in accordance with all understandings, written or oral, if any, between the Canadian Subsidiary and the Canadian Employees. To Seller's Knowledge, no event has occurred that could adversely affect the tax status of a Terminated Plan. To Seller's Knowledge, there are no outstanding defaults or violations by any party thereto and no taxes or penalties are owing under any of the Terminated Plans. To Seller's Knowledge, no Terminated Plan, nor any related trust or other funding medium thereunder, is subject to any pending investigation, examination or other proceeding, action or claim initiated by any Government Authority or instrumentality, or by any Canadian Employee (other than routine claims for benefits), and no such investigations, examinations, proceedings, actions or claims are threatened. All premiums required to be paid in connection with the annuitization of