

(e) "Employee" means any individual who, on the Closing Date, is employed by Seller or the Champion Companies in the Business in any active or inactive status and whose current employment has not been terminated.

(f) "Former Employee" means any individual previously employed in the Business by Seller, the Champion Companies, or any of their Affiliates or Predecessors and who retired or whose employment has been otherwise terminated prior to the Closing Date and who is not an Employee.

6.2. **Employment.** As of the Closing Date, every Employee will be permitted to continue as an employee of Champion, the Champion Subsidiaries and the Related Companies, as the case may be, or shall be permitted to become an employee of Buyer or the Affiliate of Buyer which acquires the assets of the Canadian Division. The employment of Employees by Champion, the Champion Subsidiaries, the Related Companies, Buyer or its Affiliates shall be on the same terms, at the same salary or wage levels, and with substantially similar benefits as provided to the Employees prior to Closing; provided that nothing herein shall prevent Buyer or its Affiliates (including the Champion Companies) from altering such terms, salary, wages or benefits after the Closing except as specifically provided herein.

6.3. **Representations Regarding Employee Benefit Plans.** Seller represents and warrants to Buyer that the statements contained in this Section 6.3 are true and correct as of the date of this Agreement and will be true and correct on the Closing Date:

(a) Disclosure Schedule 6.3(a) identifies each Champion Employee Plan. Seller has furnished or made available to Buyer: (i) true and complete copies of such Champion Employee Plans (and, if applicable, related trust agreements or funding contracts); (ii) the most recent annual report (Form 5500 series) or financial report prepared in connection with any such Champion Employee Plan relating to Employees and Former Employees, (iii) the summary plan description (if