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 benefits under the Terminated Plans have been paid, and no insurance policy or insurance contract that provides funding for any Terminated Plan permits or requires any retroactive increase in premiums. There are no further contributions required to be made to any Terminated Plan by the Canadian Subsidiary under the terms of the Terminated Plans or by any Laws Applying to Terminated Plans. There have been no improper withdrawals, applications or transfers of assets from any Terminated Plan or the trusts or other funding media relating thereto, and to Seller's Knowledge, 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 Terminated Plans or the trusts or other funding media relating thereto.

Section 6.2 Offer of Employment; Continued Employment. (a) Effective as of the Closing Date, Buyer will, or will cause one of its Subsidiaries to, offer employment to each U.S. Employee who is, as of the Closing Date, (i) actively-at-work, (ii) on vacation, sick leave, leave on account of work-related injury or illness, or short-term disability, or (iii) other temporary leave of absence, which temporary leave has not exceeded or is reasonably expected to exceed a period of six months (each a "Current U.S. Employee"), on the following terms