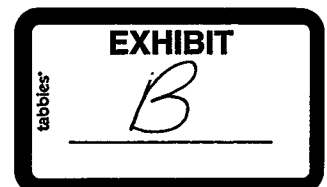


and liabilities with respect to employment of and termination of any Transferred Employee, including compliance (if required) with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the Worker's Adjustment and Retraining Notification Act of 1988, as amended, and all corresponding state and foreign Laws relating to the termination of employment.

**8.2 Transferred Pension Plans.** As of the Closing Date, Buyer shall adopt and assume sponsorship of and assume all obligations for the payment of benefits and all other obligations for the provisions of benefits under (a) the Pension Plan for Bargaining Unit Employees of Canton, Ohio Plant of Geauga, and (b) the Pension Plan for Bargaining Unit Employees of Crestline, Ohio Plant of Geauga (together, the "Transferred Pension Plans"), in each case as the successor to Seller. Not in limitation of the foregoing, as of the Closing Date, Buyer shall be substituted for the Seller under the related trust agreements and shall succeed to all of Seller's rights and shall assume all of Seller's obligations under, and in connection with, the Transferred Pension Plans and the related trust agreements.

**8.3 Welfare Benefit Plans.** As of the Closing Date, each Transferred Employee shall cease to be covered by Seller's employee welfare benefit plans, including plans, programs, policies and arrangements which provide medical and dental coverage, life and accident insurance and disability coverage (collectively, "Seller Welfare Plans"). Seller shall retain responsibility for all medical and dental benefit and long term disability benefit claims incurred by Employees of Seller and the Sold Subsidiary prior to the date they become Transferred Employees. For purposes of this subsection, a claim shall be deemed to have been incurred (a) with respect to medical and dental benefit claims, on the date the medical service giving rise to the claim is performed, and (b) with respect to disability claims, on the date the individual becomes disabled. With respect to the Transferred Employees, effective as of the Closing Date, Buyer shall establish substantially similar plans, programs and arrangements that provide medical or dental coverage, life and accident insurance, and disability or similar coverage (collectively, the "Buyer Welfare Plans"), and Buyer and the Buyer Welfare Plans shall be liable for and shall pay all health, dental and disability claims for such Transferred Employees with respect to any claims incurred on and after the Closing Date. In addition, Buyer shall cause the Buyer Welfare Plan to waive pre-existing condition exclusions, evidence of insurability provisions, waiting period requirements or similar provisions to the extent such exclusions, requirements and provisions were waived or satisfied under the applicable Seller Welfare Plan as of the Closing Date and shall cause the applicable Buyer Welfare Plans to credit Transferred Employees with amounts credited by Seller or paid by the Transferred Employees under Seller's Welfare Plans toward the satisfaction of annual deductible and out-of-pocket maximums under such group health and dental plans during the calendar year in which an Employee becomes a Transferred Employee.

**8.4 Workers' Compensation and Occupational Disease Claims.** Buyer shall assume and be responsible for the administration and payment of all workers' compensation and occupational disease claims with respect to injuries or illness to any



Transferred Employee, whether existing at the time of Closing or arising thereafter, and Seller shall have no further obligation with respect to such claims.

**8.5 Union Contracts.** As of the Closing Date, Buyer shall take all action necessary to (a)(i) with respect to the Canton Union Contract and the Crestline Union Contract, recognize the United Steelworkers of America and the applicable Locals, and (ii) with respect to the Middlefield Union Contract, recognize the Union of Needletrades, Industrial and Textile Employees and the applicable Local, and (b) assume the Union Contracts and Seller's obligations thereunder (including, without limitation, the obligation under the Middlefield Union Contract to contribute to the TWUA National Pension Fund) as well as the obligation to negotiate in good faith with respect to such Union Contracts.

**8.6 Additional Employee Matters.** Nothing herein, express or implied, shall confer upon any employee or former employee of Seller or the Sold Subsidiary (including, without limitation, the Transferred Employees) any rights or remedies under or by reason of this Agreement. In the event that Buyer or any of its successors and assigns (i) consolidates with or merges into any person or entity and is not the continuing or surviving corporation or entity in such consolidation or merger, or (ii) transfers all or substantially all of its assets to any person or entity, then, in each case, proper provision shall be made so that the successors and assigns of Buyer honor the obligations of Buyer set forth in this Article VIII. Where required under local law, Seller shall, prior to the Closing Date, properly and timely notify, or where appropriate, consult or negotiate with, each local works counsel, union, labor board or relevant governmental authority under the Union Contracts concerning the transactions contemplated by this Agreement.

**ARTICLE IX  
INTENTIONALLY OMITTED**

**ARTICLE X  
INTENTIONALLY OMITTED**

**ARTICLE XI  
POST-CLOSING COVENANTS**

**11.1 Collection of Retained Receivables and Other Post-Closing.**

(a) The parties agree and acknowledge that Seller is retaining (i) the Accounts Receivable and the Billed Tool Receivables (collectively, the "Acquired Facility Receivables") and (ii) the accounts receivable relating to the Retained Facilities whether