

EXHIBIT S87 TO DECLARATION OF  
STEPHEN G. SCHWARZ IN SUPPORT OF  
PLAINTIFFS' MOTION FOR CLASS  
CERTIFICATION



ASSET PURCHASE AGREEMENT

by and among

FURON COMPANY, as Purchaser,

ALLIEDSIGNAL LAMINATE SYSTEMS, INC., as Seller, and

ALLIEDSIGNAL INC., as Parent

dated as of November 9, 1995

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. PURCHASE AND SALE . . . . .	1
1.1 Purchase and Sale . . . . .	1
1.2 Non-Assignable Assets . . . . .	3
1.3 Excluded Assets . . . . .	3
1.4 Transfer of Title to the Assets . . . . .	4
1.5 Lease Agreement . . . . .	5
ARTICLE 2. PURCHASE PRICE . . . . .	5
2.1 Purchase Price . . . . .	5
2.2 Post-Closing Adjustment . . . . .	5
2.3 Payments . . . . .	7
2.4 Allocation of Purchase Price . . . . .	7
ARTICLE 3. ASSUMPTION OF LIABILITIES AND OBLIGATIONS . . . . .	8
3.1 Assumed Liabilities . . . . .	8
3.2 Excluded Liabilities . . . . .	9
ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER . . . . .	10
4.1 Corporate Status . . . . .	10
4.2 Authorization . . . . .	10
4.3 Compliance . . . . .	11
4.4 Financial Statements; Changes . . . . .	11
4.5 Condition of Property; Sufficiency of Assets . . . . .	12
4.6 Intellectual Property . . . . .	12
4.7 Contracts . . . . .	13
4.8 Title to Assets . . . . .	14
4.9 Litigation . . . . .	14
4.10 Environmental Matters . . . . .	14
4.11 Employee Benefit Plans and Policies . . . . .	15
4.12 Employees . . . . .	15
4.13 Undisclosed Liabilities . . . . .	16
4.14 Compliance with Law . . . . .	16
4.15 Consents . . . . .	16
4.16 Taxes . . . . .	16
4.17 Permits and Licenses . . . . .	17
4.18 Real Property . . . . .	17
4.19 No Brokers or Finders . . . . .	18
4.20 Product Warranty . . . . .	18
4.21 Intercompany Payables . . . . .	18
4.22 Construction of Certain Provisions . . . . .	18
4.23 No Additional Representations . . . . .	19
ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER . . . . .	19
5.1 Corporate Status . . . . .	19
5.2 Authorization . . . . .	19
5.3 Compliance . . . . .	19
5.4 Financing . . . . .	20
5.5 No Brokers or Finders . . . . .	20
5.6 Consents . . . . .	20

	<u>Page</u>
ARTICLE 6. COVENANTS . . . . .	20
6.1 Employment . . . . .	20
6.2 Non-Solicitation . . . . .	21
6.3 COBRA Coverage . . . . .	22
6.4 WARN Act . . . . .	22
6.5 Welfare and Pension Benefit Plans . . . . .	22
6.6 Title Insurance . . . . .	22
6.7 Seller's Covenant Not to Compete . . . . .	23
6.8 Tax Returns; Taxes . . . . .	24
6.9 Preservation of Confidentiality . . . . .	25
6.10 Removal of Underground Storage Tanks . . . . .	26
6.11 Removal of Certain Assets . . . . .	26
6.12 Environmental Reports . . . . .	26
6.13 Intercompany Receivables and Payables . . . . .	27
6.14 Health and Safety Operational Issues . . . . .	27
ARTICLE 7. TOLL AGREEMENT . . . . .	28
ARTICLE 8. PRE-CLOSING COVENANTS . . . . .	28
8.1 Conduct of Business . . . . .	28
8.2 Access to Records and Properties . . . . .	29
8.3 Consents . . . . .	29
8.4 Public Announcements . . . . .	30
ARTICLE 9. CLOSING . . . . .	30
9.1 Closing Date and Place . . . . .	30
ARTICLE 10. CONDITIONS TO CLOSING . . . . .	30
10.1 Conditions to the Obligations of Purchaser . . . . .	30
10.2 Conditions to the Obligations of Seller . . . . .	31
ARTICLE 11. TERMINATION AND SURVIVAL . . . . .	32
11.1 Termination . . . . .	32
11.2 Effect of Termination . . . . .	32
ARTICLE 12. CLOSING DOCUMENTS . . . . .	32
12.1 Documents to be Delivered by Seller . . . . .	32
12.2 Documents to be Delivered by Purchaser . . . . .	33
ARTICLE 13. POST CLOSING OBLIGATIONS . . . . .	34
13.1 Further Assurances . . . . .	34
13.2 Access to Books and Records . . . . .	34
13.3 Cooperation in Litigation . . . . .	35
13.4 Proprietary Information . . . . .	35
ARTICLE 14. INDEMNIFICATION . . . . .	35
14.1 Indemnification by Seller and Parent . . . . .	35
14.1.1 Limitation on Environmental Indemnification . . . . .	36
14.2 Indemnification by Purchaser . . . . .	37
14.2.1 Limitation on Environmental Indemnification . . . . .	38
14.3 Indemnification Procedure . . . . .	38

	<u>Page</u>
14.4	Limitation on Certain Claims . . . . . 41
14.5	Term . . . . . 41
ARTICLE 15.	MISCELLANEOUS . . . . . 41
15.1	Expenses . . . . . 41
15.2	Notices . . . . . 42
15.3	Confidentiality . . . . . 42
15.4	Post Closing Services . . . . . 42
15.5	Counterparts . . . . . 42
15.6	Entire Agreement . . . . . 43
15.7	Construction . . . . . 43
15.8	Assignment . . . . . 43
15.9	Amendment . . . . . 43
15.10	Applicable Law . . . . . 43
15.11	Failure to Close . . . . . 43
15.12	No Third Party Rights . . . . . 43
15.13	Schedules . . . . . 43
15.14	Waivers . . . . . 44
15.15	Severability . . . . . 44
15.16	Remedies Cumulative . . . . . 44
15.17	Specific Performance . . . . . 44

## SCHEDULES

Schedule A	Products
Schedule 1.1(b)	Fluorglas Microwave Business
	Accounts Receivable
Schedule 1.1(h)	Excluded Prepaid Expenses
Schedule 1.3(f)	License Agreement
Schedule 1.3(h)	Certain Excluded Assets
Schedule 1.4.1	Forms of Assignment Documents
Schedule 1.4.2	Form of Deed
Schedule 1.5.1	Form of River Road Lease Agreement
Schedule 1.5.2	Form of John Street Lease Agreement
Schedule 2.2(a)	Exclusions from the Reference
	Statement of Assets and
	Liabilities
Schedule 2.2(b)	Closing Statement of Assets and
	Liabilities Preparation Method
Schedule 4.4(a) (1)	Financial Statements
Schedule 4.4(a) (2)	Exceptions in Financial Statements
Schedule 4.4(b)	Material Changes
Schedule 4.5(a)	Personal Property
Schedule 4.5(b)	Excluded Necessary Assets
Schedule 4.6(a)	Intellectual Property Exclusively
	Used in Business
Schedule 4.6(b)	Dual Use Intellectual Property
Schedule 4.6(c)	Intellectual Property Claims
Schedule 4.7	Contracts
Schedule 4.8	Liens and Encumbrances
Schedule 4.9	Litigation and Proceedings
Schedule 4.10	Environmental Information
Schedule 4.11	Benefit Plans
Schedule 4.12	Employee Information & Claims
Schedule 4.13	Undisclosed Liabilities
Schedule 4.14	Compliance with Law
Schedule 4.15	Consents
Schedule 4.17	Permits and Licenses
Schedule 4.18(a) (i)	Facilities
Schedule 4.18(a) (ii)	Leased Property
Schedule 4.18(b)	Exceptions to Use of Transferred
	Facilities
Schedule 4.18(c)	Title Commitment; Title Exceptions
Schedule 4.22	Direct Reports
Schedule 5.6	Purchaser Consents
Schedule 6.1(a) (1)	Non-Transferring Employees
Schedule 6.1(d)	Retention Bonus Agreements
Schedule 6.2	High-level Salaried Employees
Schedule 6.10	Location of Tanks
Schedule 6.14	Health and Safety Memorandum
Schedule 7	Form of Toll Agreement
Schedule 14.1(e) (A)	Continuing Violation Procedures
Schedule 15.4	Post-Closing Services

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of November 9, 1995 by and among AlliedSignal Laminate Systems, Inc., a Delaware corporation ("Seller"), Furon Company, a California corporation ("Purchaser"), and AlliedSignal Inc., a Delaware corporation and the indirect parent of Seller ("Parent").

### WITNESSETH:

WHEREAS, Seller, through its Fluorglas division, is engaged in the business (the "Business") of developing, manufacturing and selling the products (the "Products") listed in Schedule A hereto, including (i) pressure-sensitive adhesive tapes, PTFE flexible composites and fabrications and PTFE films (the "Fluorglas Core Business") and (ii) metal-clad PTFE/glass laminates (the "Fluorglas Microwave Business"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain assets of Seller used primarily in the Business;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, the parties agree as follows:

### ARTICLE 1. PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement and except as otherwise provided herein, at the Closing, Seller and Parent shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller and Parent, all of Seller's and Parent's right, title and interest in and to (i) all of the assets of Seller and Parent primarily used in or primarily related to the Fluorglas Core Business and all assets of Seller and Parent which are exclusively used in the Fluorglas Microwave Business, in each case, together with such changes, deletions or additions occurring between the respective dates of the Schedules hereto and the Closing Date in the ordinary course of business, and (ii) such other assets as are identified in the schedules to this Agreement (the "Assets"), including without limitation all of Seller's and Parent's right, title and interest in and to the following:

- (a) "Personal Property" of Seller, which term includes (i) the machinery and equipment, fixtures, furniture, office equipment, vehicles, tools and other tangible personal property which is located at the Facilities (as defined in Section 4.18) and is used in or related to the Business, including but not limited to those items listed in Schedule 4.5(a) hereto; and (ii) the machinery and equipment listed in Schedule 4.5(a) hereto located at Seller's plant in La Crosse, Wisconsin,

utilized exclusively to manufacture metal-clad PTFE/glass laminates for the Fluorglas Microwave Business;

(b) accounts receivable of the Business as of the Closing Date, whether recorded or unrecorded, provided that the accounts receivable of the Fluorglas Microwave Business will be handled in accordance with the provisions of Schedule 1.1(b) attached hereto (the "Accounts Receivable");

(c) inventory of the Business as of the Closing Date, wherever located, including raw materials, work-in-process and finished goods (the "Inventory");

(d) the patents and patent applications, trademarks, trade names, copyrights and licenses specified in Schedule 4.6(a) hereto, and other intellectual property exclusively used in the Business, including, without limitation, processes, products, apparatus, formulae, drawings, trade secrets, know-how, discoveries, inventions (including conceptions of inventions), software, and design, manufacturing, engineering and other technical information, except as otherwise expressly excluded pursuant to Section 1.3 (the "Intellectual Property"); provided, however, that with respect to such other intellectual property, except for the provisions of Section 6.7(a), nothing in this Agreement shall prevent Seller from using such other intellectual property which (1) is now or hereafter becomes through no fault of Seller or its Affiliates part of the public domain, (2) is independently developed by Seller without reference to Confidential Information (as defined in Section 6.9) which Seller is obligated to maintain in confidence under Section 6.9, or (3) is made available to Seller by a third party not in violation of any confidential obligation to Purchaser;

(e) all contracts, agreements, arrangements, leases, purchase orders and commitments of the Business, including those listed on Schedule 4.7 hereto (the "Contracts") provided that Purchaser assumes the obligations under such Contracts;

(f) all sales data and information, customer lists, supplier lists, engineering and production records, mailing lists, catalogues, brochures, sales literature, promotional material, advertising material and other selling material of the Business;

(g) transferable governmental and other permits, licenses (other than licenses encompassed within Intellectual Property), approvals, certificates of inspection, filings, franchises and other authorizations relating to the Assets including, but not limited to those listed in Schedule 4.17 hereto (the "Permits and Licenses");



(h) all prepaid expenses of the Business except as set forth on Schedule 1.1(h) hereto;

(i) rights of Seller pursuant to any express or implied warranties, representations or guarantees made by suppliers furnishing goods or services to the Business;

(j) the land identified in Schedule 1.4.2, including all buildings, fixtures and improvements attached thereto, and all rights appurtenant thereto (the "Real Property");

(k) all books and records and all files, documents and papers (including, but not limited to, those contained in computerized storage media) pertaining to the Assets, the Assumed Liabilities (as defined below) or otherwise relating to the Business and customarily located at the Facilities prior to the Closing Date (excluding the corporate minute book, stock transfer ledger and other corporate records of Seller, copies of which will be available to Purchaser upon reasonable request); and

(l) the goodwill incident to the Business.

1.2 Non-Assignable Assets. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Asset if the attempted assignment thereof, without the consent of a third party thereto, would constitute a breach of any obligation of Seller or would in any way adversely affect the rights of Purchaser or Seller thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect the rights of Seller thereunder so that Purchaser would not in fact receive all such rights, Seller will, to the extent not prohibited by or not in violation of any such agreement,

(a) cooperate with Purchaser in any commercially-reasonable arrangement designed to provide for Purchaser the benefits (including the exercise of Seller's rights) under any such Asset, including enforcement for the benefit of Purchaser of any and all rights of Seller against a third party thereto arising out of the breach or cancellation by such third party or otherwise, (b) hold all funds paid to Seller thereunder on and after the Closing Date in trust for the account of Purchaser, and (c) remit such money to Purchaser as promptly as possible. Any transfer or assignment to Purchaser by Seller of any property or property rights or any agreement which shall require the consent or approval of any third party shall be made subject to such consent or approval being obtained.

1.3 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the following are not intended to be sold, assigned, transferred or conveyed to Purchaser hereunder (the "Excluded Assets"):

(a) all cash, cash equivalents and overdrafts of the Business;

(b) the basic books and records of account and all supporting vouchers, invoices and other records and materials relating to any or all income taxes of Seller with respect to the Business;

(c) any books or records relating to the Assets or the Business, which were not customarily located at the Facilities on or before the Closing Date; provided, however, that Seller shall permit Purchaser to have reasonable access to such books and records and permit Purchaser to copy the same to the extent reasonably required for the operation of the Business after the Closing;

(d) except for any name or logo listed in Schedule 4.6(a), any right to use any name or logo of Seller or its Affiliates (as defined in Section 4.7 hereof) or any variant or derivative thereof, including but not limited to "Allied-Signal," "AlliedSignal," "Allied," "Allied Chemical," "Signal," "Oak Materials" or "Oak" whether or not such logo, name, variant or derivative was used by the Business, other than in connection with the Inventory being purchased hereunder;

(e) the insurance policies of Seller pertaining to the Business and/or the Facilities, and the rights of Seller thereunder;

(f) all intellectual property not exclusively used in the Business; provided, however, that with respect to any such intellectual property which is used in the Business as of the Closing Date, Seller and Parent will grant to Purchaser a non-exclusive, paid up, worldwide, royalty free, freely assignable (without Seller's or Parent's consent) license to use such intellectual property in the Business in the form attached as Schedule 1.3(f) hereto (the "License");

(g) all prepaid corporate insurance and taxes related to the Business as set forth on Schedule 1.1(h);

(h) the real property and any other assets identified in Schedule 1.3(h) hereto; and

(i) any and all assets at Seller's LaCrosse, Wisconsin plant not exclusively used in the Business.

1.4 Transfer of Title to the Assets. Seller shall sell, assign, convey, transfer and deliver the Assets to Purchaser at the Closing by means of bills of sale and assignments in the forms attached as Schedule 1.4.1 hereto and such other endorsements, certificates and instruments of transfer

as shall be necessary or appropriate to vest good and marketable title to the Assets in Purchaser, free and clear of any liens, charges and encumbrances, except as otherwise set forth in this Agreement or in the Schedules hereto, provided that title to the Real Property shall be transferred by deed in the form of Schedule 1.4.2 attached hereto.

1.5 Lease Agreement. At the Closing, Seller and Purchaser will enter into lease agreements (the "Lease Agreements") in the forms of Schedules 1.5.1 and 1.5.2 attached hereto, pursuant to which Seller will lease to Purchaser the real property identified therein. The real property being leased pursuant to the Lease Agreements together with the Real Property being sold pursuant to this Agreement are sometimes collectively referred to herein as the "Transferred Facilities."

## ARTICLE 2. PURCHASE PRICE

2.1 Purchase Price. The purchase price to be paid by Purchaser for the Assets shall be Nineteen Million Dollars (\$19,000,000) (the "Purchase Price") and shall be adjusted in accordance with Section 2.2. The Purchase Price shall be paid by Purchaser in full at Closing.

### 2.2 Post-Closing Adjustment.

(a) The Purchase Price shall be adjusted dollar-for-dollar following the Closing Date to the extent that the Final Net Assets (as defined below) of the Business as of the Closing Date do not equal the Reference Net Assets (as defined below). The "Final Net Assets" means the aggregate amount of the Assets, minus the aggregate amount of the Assumed Liabilities (as defined below), recorded on the statement of assets and liabilities of the Business as of the Closing Date prepared and audited in accordance with the procedures set forth herein (the "Closing Statement of Assets and Liabilities"). The "Reference Net Assets" means the amount identified as "Assets in Excess of Liabilities" recorded on the audited statement of assets and liabilities of the Business as of March 25, 1995 which is set forth in Schedule 4.4(a)(1) (the "Reference Statement of Assets and Liabilities"). It is agreed that the Reference Statement of Assets and Liabilities does not reflect the items set forth on Schedule 2.2(a) which are recorded on the audited balance sheet dated December 24, 1994 set forth in Schedule 4.4(a)(1). The Purchase Price as adjusted pursuant to this Section 2.2 is hereinafter referred to as the "Adjusted Purchase Price."

(b) Seller shall prepare and furnish to Price Waterhouse LLP, Seller's independent public accountants ("Price Waterhouse"), a proposed Closing Statement of Assets and Liabilities no later than 90 days following the Closing

Date. The proposed Closing Statement of Assets and Liabilities shall be audited by Price Waterhouse to establish that it has been prepared in accordance with the accounting principles used in the Reference Statement of Assets and Liabilities applied on a consistent basis, using the same accounting principles, methods, practices, procedures and policies used in preparing the Reference Statement of Assets and Liabilities except as otherwise provided in Schedule 2.2(b) attached hereto and except for the purchase accounting relating to Seller's purchase of Oak Materials Group. Seller will retain Price Waterhouse to perform the audit of the Closing Statement of Assets and Liabilities for such fees and expenses reasonably acceptable to Purchaser. Purchaser shall be responsible for such fees and expenses and will reimburse Seller for such fees and expenses within ten (10) days after receipt from Seller of an invoice therefor. Price Waterhouse will deliver the audited Closing Statement of Assets and Liabilities to Purchaser and Seller within thirty (30) days of its receipt of the proposed Closing Statement of Assets and Liabilities from Seller. Purchaser shall give representatives of Seller access to the books and records of the Business for purposes of preparing the Closing Statement of Assets and Liabilities and will cause appropriate Purchaser personnel to assist Seller, at no cost to Seller, in the preparation of such Closing Statement of Assets and Liabilities. In connection with the preparation of the Closing Statement of Assets and Liabilities, Seller and Purchaser will rely upon a roll forward of the physical inventory observed by Price Waterhouse during the period of August 17-19, 1995. The audited Closing Statement of Assets and Liabilities shall be conclusive and binding upon Purchaser and Seller, unless Purchaser or Seller notifies the other, in writing, within 30 days of its receipt of the audited Closing Statement of Assets and Liabilities from Price Waterhouse, of such party's disagreement with the audited Closing Statement of Assets and Liabilities, setting forth all of such party's disagreements and an explanation therefor including but not limited to the dollar amount of each item in dispute. Purchaser and Seller shall promptly attempt to resolve their differences with respect thereto within 30 days after receipt of written notice of disagreement. If any such difference is not resolved within such 30 day period, either party may refer the difference for resolution to an accounting firm mutually acceptable to both Seller and Purchaser or, in the absence of agreement, within 15 days, to a "national" accounting firm selected by lot after eliminating Purchaser's and Seller's principal outside accountants and one additional firm designated as objectionable by each of Purchaser and Seller (hereinafter, the "Firm"). The Firm shall make a determination on the disputes so submitted and shall make such modifications, if any, to the Closing Statement of Assets and Liabilities and

the Final Net Assets to reflect such determination, and the same shall be conclusive and binding upon the parties, provided that the Firm may not award an amount exceeding the amount in dispute. The fees and expenses of the Firm shall be shared equally by Seller and Purchaser.

(c) Not later than 30 days after the engagement of the Firm (as evidenced by the date of its written acceptance by facsimile or as otherwise designated by the Firm to both parties), the parties shall submit simultaneous briefs to the Firm (with a copy to the other party) setting forth their respective positions regarding the issues in dispute, and not later than 15 days after the submittal of such briefs the parties shall submit simultaneous reply briefs (with a copy to the other party). The Firm shall issue its decision within 30 days after the due date for the reply briefs. If additional briefing, a hearing, or other information is required by the Firm, the Firm shall give notice thereof to the parties as soon as practicable before the expiration of such 30 day period, and the parties shall promptly respond to all requests of the Firm with a view to minimizing any delay in the decision date.

(d) If the Reference Net Assets are greater than the Final Net Assets, then Seller shall pay to Purchaser an amount equal to the difference. If the Final Net Assets are greater than the Reference Net Assets, Purchaser shall pay Seller an amount equal to the difference. Any amount not in dispute under this Section 2.2 shall be due and payable immediately. Any amount in dispute under this Section 2.2 shall be due and payable within five days of the resolution of the dispute as set forth in this Section 2.2, and shall include any interest required by Section 2.3.

2.3 Payments. All payments required to be made pursuant to this Article 2 and any other provisions of this Agreement shall be made in United States dollars in immediately available funds by wire transfer to an account designated, in writing, by the recipient. Interest shall accrue on any payment required to be paid pursuant to Article 2, beginning on the Closing Date, at a rate equal to the prime rate, as quoted by The Wall Street Journal, in effect from time-to-time, until the time of payment.

#### 2.4 Allocation of Purchase Price.

(a) Seller and Purchaser agree that the Purchase Price shall be allocated to the Assets pursuant to an allocation schedule to be agreed upon by Seller and Purchaser after the Closing (the "Allocation"). The parties agree that the Allocation will be in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and will be reasonably determined in good faith pursuant to

arm's-length bargaining between the parties regarding the fair market value of the Assets. Seller and Purchaser shall make any adjustments to the Allocation with respect to the Purchase Price that are necessary to reflect any adjustments to the Purchase Price made pursuant to Section 2.2 (the "Adjustments"). In the event the parties cannot agree on the Allocation or the Adjustments to the Allocation, such dispute shall be resolved in accordance with the procedures set forth in Section 2.2.

(b) Seller and Purchaser shall prepare and file their respective income tax returns and Internal Revenue Service ("IRS") Form 8594, or such other form or statement as may be required of the respective parties by law, and any comparable state or local income tax form, in a manner consistent with the Allocation and will not, in connection with the filing of such returns, make any allocation of the Purchase Price, as the same may be adjusted herein, which is contrary to the Allocation.

### ARTICLE 3. ASSUMPTION OF LIABILITIES AND OBLIGATIONS

3.1 Assumed Liabilities. Upon the terms and subject to the conditions contained herein, on the Closing Date Purchaser shall assume the following liabilities and obligations of Seller (the "Assumed Liabilities"):

(1) all liabilities of the Business as of the Closing Date of the type recorded in the Reference Statement of Assets and Liabilities as "Accounts Payable - Trade", "Other Accrued Liabilities" and "Intercompany - Trade Related", but only to the extent of the amount recorded on the Closing Statement of Assets and Liabilities;

(2) all obligations of Seller to perform each of the Contracts in accordance with their terms after the Closing Date to the extent (a) either (x) such Contract is listed in Schedule 4.7 (as updated through the Closing Date and which is reasonably acceptable to Purchaser) and a true and complete copy has been provided to Purchaser or Purchaser's counsel on or before the Closing Date or (y) such Contract is not required to be listed in Schedule 4.7 pursuant to the terms of Section 4.7, provided that Purchaser shall not be obligated to assume payment obligations under such undisclosed Contracts (excluding any orders for the sale of Products or purchase of goods or services entered into in the ordinary course of the Business and consistent with past practices) to the extent that such obligations in the aggregate exceed \$50,000, and further provided that if Purchaser elects not to assume any such obligation Purchaser shall not be entitled to any of the rights or benefits under such Contract and Seller may take all steps to minimize its obligations under any such Contract notwithstanding any

other provision of this Agreement, and (b) such obligations arise out of or otherwise apply to the conduct of the Business subsequent to the Closing and are not the result of a breach of any such Contract occurring on or prior to the Closing Date;

(3) all obligations to repair or replace any defective Product which is returned following the Closing and was sold within 360 days prior to the Closing, provided that the maximum aggregate liability assumed by Purchaser pursuant to this Section 3.1(3) shall not exceed \$164,000;

(4) any obligation or liability for any claim in which damages are sought for defective Product and/or for bodily injury or death to any person or for injury to or destruction of property or the like in respect of any Product with respect to which the book value has been written down to zero or scrap value on or before the Closing Date, which was manufactured by Seller prior to the Closing Date and sold by Purchaser after the Closing Date; and

(5) all sums payable pursuant to the retention bonus agreements specified on Schedule 6.1(d) in respect of the period commencing on the Closing Date, provided that in no event will Purchaser's obligations therefor exceed \$35,000 in the aggregate.

3.2 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume, or otherwise be responsible for, any liabilities or obligations (whether actual or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown) of Parent, Seller, any other owner or operator of the Business or any Facility prior to the Closing Date, or any Affiliate of any of the foregoing (collectively, the "Excluded Liabilities"), including but not limited to any liability or obligation as a result of, or based upon or arising out of the conduct of the Business on or prior to the Closing Date, including but not limited to the following:

(a) except as described in Section 3.1(4), any and all product liability claims with respect to products manufactured by the Business (or, in the case of Extruded PTFE Film-Unsintered, -Sintered, or -Low Density, shipped by the Business) on or prior to the Closing Date, provided that no act or omission by Purchaser after Closing is the primary cause of the defect in such products;

(b) the alleged or actual violation of any law, rule or regulation (other than any Environmental Law (as hereinafter defined)), prior to the Closing, by the Business;

(c) all claims, liabilities, or obligations, known or unknown (other than those that constitute Assumed Liabilities), to the extent arising out of the employment relationship existing prior to the Closing between the Business and any and all current or former employees of the Business, including but not limited to (i) work-related accidents or injuries, age and sex discrimination, sexual harassment, violation of employment or safety laws and wrongful discharge, where the act, omission, event, or occurrence giving rise to the claim, obligation, or liability shall have taken place on or prior to the Closing Date, (ii) medical or health care claims, obligations and liabilities, under any plan, policy or program of the Business or applicable law, and (iii) state workers' compensation claims made against the Business by employees or former employees of the Business arising from occurrences which took place on or prior to the Closing Date but only to the extent caused by occurrences on or prior to the Closing Date; and

(d) any liability or obligation under any Environmental Law as a result of, or based upon or arising out of the operation of the Business or any Facility prior to the Closing ("Environmental Excluded Liabilities").

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller and Parent represent and warrant to Purchaser as follows:

4.1 Corporate Status. Seller is a corporation duly organized and validly existing under the laws of the State of Delaware, the jurisdiction in which it is incorporated, and has full power and authority to carry on the Business as now conducted. Seller has all requisite corporate power and authority to enter into this Agreement and to perform its obligations and consummate the transactions contemplated hereby in accordance with the terms of this Agreement. Seller is duly qualified to do business in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the Seller's conduct of the Business.

4.2 Authorization. All corporate and other proceedings required to be taken by or on the part of Seller, including, without limitation, all action required to be taken by the directors or stockholder of Seller to authorize Seller to enter into and carry out this Agreement and the related documents contemplated herein, have been, or prior to the Closing will be, duly and properly taken. This Agreement has been, and each of the related documents will be at Closing, duly executed and delivered by Seller and constitute, or will, when delivered, constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective



terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

4.3 Compliance. The execution and delivery of this Agreement and the related documents by Seller do not, and the consummation of the transactions contemplated hereby and thereby will not, (a) violate any provision of the charter documents or bylaws of Seller, (b) result in a material breach (or an event which, with the giving of notice or lapse of time or both, would constitute a material breach) of any term or provision of, or constitute a default under, or give rise to a right to terminate, any indenture, mortgage, deed of trust or other material agreement or arrangement to which Seller is a party or by which any of the Assets are bound or affected, (c) result in the creation of any lien, charge or encumbrance on the Assets, or (d) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which Seller is subject or by which any of the Assets are bound or affected.

4.4 Financial Statements; Chances.

(a) Schedule 4.4(a)(1) contains the balance sheet of the Business as of December 24, 1994, the Reference Statement of Assets and Liabilities and the related statements of income for the Business for the year ended December 24, 1994 and the three-month period ended March 25, 1995, including the footnotes thereto (collectively, the "Financial Statements"). The Financial Statements other than the statement of income for the three-month period ended March 25, 1995 have been audited by Price Waterhouse and include the report of Price Waterhouse therein. Except as set forth in Schedule 4.4(a)(2), the Financial Statements: (i) have been prepared based upon the books and records of Seller, (ii) have been prepared in accordance with United States generally accepted accounting principles ("GAAP") consistently applied, and (iii) fairly present in all material respects the financial position of the Business and the results of operations as of their respective dates.

(b) Except as set forth in Schedule 4.4(b), since the date of the Reference Statement of Assets and Liabilities, there has not been, occurred or arisen:

(i) any change in or event affecting Seller or the Business that has had or to Seller's Knowledge may reasonably be expected to have a material adverse effect on the Business (including its results of operations, financial condition and the Assets) other than as a result of general economic conditions or

industry-wide developments affecting other companies engaged in similar businesses; or

(ii) any transaction entered into or carried out other than in the usual and ordinary course of the Business.

#### 4.5 Condition of Property; Sufficiency of Assets.

Schedule 4.5(a) attached hereto lists (i) all material items of Seller's Personal Property located at the Facilities, and (ii) the machinery and equipment located at Seller's plant in La Crosse, Wisconsin, utilized exclusively to produce metal-clad PTFE/glass laminates for the Fluorglas Microwave Business. Except as set forth in Schedule 4.5(a), the Personal Property, in the aggregate, has been maintained in accordance with standard industry practices and is in reasonable operating condition and repair (normal wear and tear excepted). Except as set forth in Schedule 4.5(a), the improvements constructed on the Facilities located at McCaffrey Street and Liberty Street are (i) to Seller's Knowledge structurally sound in all material ways, with no known material defects, (ii) have been maintained in the aggregate in accordance with standard industry practices, (iii) are in reasonable operating condition and repair, and (iv) to Seller's Knowledge are not in need of any material maintenance or repair except for ordinary routine maintenance and repair, the cost of which would not be material taking into account the operation of the Business as a whole. Except as set forth in Schedule 4.5(b), the Assets are sufficient for the operation of the Business as presently conducted.

#### 4.6 Intellectual Property.

(a) Schedule 4.6(a) lists all material

(i) patents and patent applications (including those granted to or applied for or owned by Seller),

(ii) intellectual property agreements (other than secrecy or confidentiality agreements), and

(iii) trademark registrations and applications, registered copyrights and applications therefor and currently used trade names,

exclusively used in or exclusively relating to the Business.

(b) Schedule 4.6(b) lists all material

(i) patents and patent applications (including those granted to or applied for or owned by Seller),

(ii) intellectual property agreements (other than secrecy or confidentiality agreements), and

(iii) trademark registrations and applications, registered copyrights and applications therefor and currently used trade names,

used in, but not exclusively used in, the Business.

(c) Except as set forth on Schedule 4.6(c), Seller has not received written notice alleging, and Seller has no Knowledge concerning existing claims of, any current infringement of any material patent, trademark, trade name, copyright or other intellectual property right relating to the Business.

4.7 Contracts. Schedule 4.7 lists each Contract of the Business (other than intellectual property agreements) or relating to any of the Assets or to which the Business or any of the Assets is subject or bound that individually, or together as a series of related Contracts involving the same party or parties, or the successors to such party or parties:

(a) obligates Seller or its Affiliates to pay an amount of \$25,000 or more, (b) has an unexpired term as of the date of this Agreement in excess of six (6) months, (c) provides for an extension of credit to any customer or client of the Business for any amount over \$25,000 (other than for sales in the ordinary course of business where terms of such credit extension for domestic sales are for 30 days or less and for foreign sales are for 60 days or less), (d) provides for the borrowing of money by the Business other than credit agreements with banks having normal credit terms, (e) was not made in the ordinary course of the Business, or (f) is in any way otherwise material to the Business taken as a whole. To Seller's Knowledge, each Contract is valid and existing. Seller has duly performed all its obligations under the Contracts listed in Schedule 4.7 in all material respects to the extent that such obligations to perform have accrued. Seller has not received written notice of any alleged breach or default, and to Seller's Knowledge, no event which would (with the passage of time, notice or both) constitute a material breach or default by Seller or any other party or obligor with respect thereto, has occurred. True and correct copies of the Contracts listed in Schedule 4.7, including all amendments and supplements thereto, have been delivered to Purchaser or Purchaser's counsel or are attached to Schedule 4.7. It is understood that inclusion of a Contract on Schedule 4.7 shall not be considered to be an admission that or evidence that a contract is material to the operation of the Business taken as a whole. For purposes of this Agreement, the term "Affiliate" of any person or entity means any corporation, partnership or other entity of which more than 50% of the securities or other ownership interests having by the terms thereof ordinary voting power to elect more than 50% of the board of directors or others performing similar functions with respect to such corporation, partnership or other entity directly or indirectly controls, is

controlled by, or is under common control with such person or entity.

4.8 Title to Assets. Excluding the Real Property, and except as disclosed in Schedule 4.8, Seller has good and marketable title to all of the Assets free and clear of all liens, mortgages, pledges and encumbrances other than liens for taxes not yet due and payable or being contested in good faith.

4.9 Litigation. Except as disclosed in Schedule 4.9, there is no action, suit, proceeding, arbitration, litigation, or, to Seller's Knowledge, product warranty claim, pending, or to Seller's Knowledge, Threatened against Seller that relates to the Business or arises out of the ownership, use or possession or condition of the Assets, or the operation or conduct of the Business.

4.10 Environmental Matters.

(a) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "Hazardous Substance" shall mean substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances," or any other substance whose presence in the ecosystem is regulated by any applicable Environmental Law, including, without limitation, petroleum and petroleum products.

(ii) "Environmental Laws" shall mean all applicable laws relating to the protection of the environment including: (A) all applicable requirements for reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land; and (B) all applicable requirements for the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

(iii) "Environmental Condition" shall mean the presence in, on or under the specified real property of any Hazardous Substance which requires investigation or remediation pursuant to any Environmental Law.

(b) Environmental Information. To Seller's Knowledge, Schedule 4.10, which has been delivered previously to Purchaser by Seller, contains all material information with respect to (i) the use of Hazardous Substances upon the Transferred Facilities, or in the operation of the Business,

(ii) any Environmental Condition existing upon the Transferred Facilities, or (iii) the compliance of the Business or the Transferred Facilities with any Environmental Laws, except for information that discloses a use of Hazardous Substances, the existence of an Environmental Condition or a noncompliance with Environmental Laws which would not have a material adverse effect on the Assets or on the Business taken as a whole.

(c) Compliance with Environmental Laws. Except as disclosed in Schedule 4.10, to Seller's Knowledge the Business is, and since January 1, 1993 has been, operated in all material respects in compliance with all Environmental Laws.

(d) Environmental Conditions: Action by Governmental Agency. Except as disclosed in Schedule 4.10, to Seller's Knowledge no investigation, inquiry or other proceeding is pending or, to the Knowledge of Seller, Threatened by any governmental entity with respect to the Transferred Facilities or the Business and relating to any actual or alleged Environmental Condition or failure to comply with any applicable Environmental Law that could reasonably be expected to have a material adverse effect on the Business.

4.11 Employee Benefit Plans and Policies. All of the employee benefit plans and policies maintained or contributed to by Seller for the Business, or in which employees of the Business, including employees on disability, medical, sick or other leave of absence (the "Employees"), are entitled to participate, are listed on Schedule 4.11 (collectively, the "Benefit Plans") and copies of all such written Benefit Plans have been made available to Purchaser. Except as listed on Schedule 4.11 (a) such Benefit Plans comply in all material respects, to the extent applicable, with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the "Code"; (b) none of the Benefit Plans subject to Part 3, Subtitle B of Title I of ERISA has incurred any "accumulated funding deficiency" within the meaning of Section 302 of ERISA or Section 412 of the Code; (c) no material liability, other than required premium payments, to the Pension Benefit Guaranty Corporation has been incurred with respect to any of the Benefit Plans subject to Title IV of ERISA; (d) Seller has not incurred any material liability for any tax imposed under Section 4975 of the Code or Part 4, Subtitle B of Title I of ERISA with respect to any of the Benefit Plans; and (e) none of the Benefit Plans is a multiemployer plan within the meaning of Section 3(37)(A) of ERISA.

4.12 Employees. Schedule 4.12 sets forth a list of the names and current salary or wage rates of the employees of the Business employed as of five (5) days prior to the date hereof, and the names and compensation arrangements with any consultants

or agents of the Business. Seller is not under any obligation to recognize or bargain with any labor union with respect to such employees. Upon termination of the employment of any such employees by Seller, Purchaser will not, by reason of anything done by Seller prior to or at the Closing, be liable to any of said employees for so-called "severance pay" or other similar payments, except as expressly set forth in Section 6.1(d). Except as set forth in Schedule 4.12, there are no pending or threatened employment claims or suits under applicable federal or state fair employment laws (including claims arising under workers' compensation laws) relating to or arising out of the conduct of the Business.

4.13 Undisclosed Liabilities. Except as set forth in Schedule 4.13, there are no liabilities or obligations of Seller, either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which are material to the Business taken as a whole, except (a) those liabilities or obligations set forth on the Reference Statement of Assets and Liabilities (including the footnotes thereto) and not heretofore paid or discharged, (b) those liabilities set forth in this Agreement or the Schedules attached hereto, (c) those liabilities not required to be set forth in the Schedules attached hereto because of an exception provided for in this Agreement, and (d) those liabilities arising since the date of the Reference Statement of Assets and Liabilities in the ordinary course of Business.

4.14 Compliance with Law. Except as set forth in Schedule 4.14, since January 1, 1993 Seller has conducted the Business and operated and used the Assets in accordance with all federal, state and local laws and regulations (excluding Environmental Laws) applicable to the conduct of the Business, and is not in violation of any such laws other than violations which would not have a material adverse effect on the Assets taken as a whole, or on the Business taken as a whole.

4.15 Consents. Except as otherwise provided in this Agreement or set forth in Schedule 4.15, no action, approval, consent or authorization, including but not limited to any action, approval, consent or authorization by any third party, financial institution, governmental or quasi-governmental agency, commission, board, bureau or instrumentality (i) material to the Business taken as a whole is required for the transfer or assignment of any of the Assets or (ii) is necessary to make this Agreement or any of the agreements or instruments to be executed and delivered pursuant hereto a legal, valid and binding obligation of Seller or to consummate the transactions contemplated hereunder.

4.16 Taxes. All Taxes (as hereinafter defined) with respect to the Business which are due and payable prior to the Closing Date have been or will be duly and properly computed, reported, fully paid and discharged or otherwise adequately

reserved in accordance with GAAP. There are no unpaid Taxes with respect to any period ending on or before the Closing Date which are or would become a lien on the Assets, except for current Taxes not yet due and payable. As used herein, the term "Taxes" shall include all federal, state, local and foreign taxes, assessments or other governmental charges (including, without limitation, net income, gross income, excise, franchise, sales and value added taxes, taxes withheld from employees' salaries and other withholding taxes and obligations and all deposits required to be made with respect thereto), levies, assessments, deficiencies, import duties, licenses and registration fees and charges of any nature whatsoever, including any interest, penalties, additions to tax or additional amounts with respect thereto, imposed by any government or taxing authority which are levied upon the Assets.

4.17 Permits and Licenses. Schedule 4.17 attached hereto lists all material Permits and Licenses, or any waiver thereof, obtained by Seller in connection with the conduct of the Business (other than Permits and Licenses the failure to obtain which could not reasonably be expected to have a material adverse effect on the Business) together with the name of the governmental entity issuing such Permit and License. Seller has all Permits and Licenses required for the conduct of the Business as presently conducted. Except as set forth in Schedule 4.17, such Permits and Licenses are valid and in full force and effect. To the extent any of such Permits and Licenses are not transferable from Seller to Purchaser, Seller has no Knowledge of any reason or condition which is likely to prevent Purchaser from obtaining such Permits and Licenses upon application therefor to the appropriate governmental entity. To Seller's Knowledge, no suspension, cancellation or termination of any Permits and Licenses required by any governmental entity to permit the Business to be conducted is threatened that could reasonably be expected to have a material adverse effect on the Business.

4.18 Real Property.

(a) Schedule 4.18(a)(i) identifies all real property owned by Seller that is currently used by Seller primarily for the conduct of the Business (the "Facilities"). It is expressly understood and agreed that Seller's real property in La Crosse, Wisconsin is not primarily used in the Business and is not being sold to Purchaser under this Agreement. Schedule 4.18(a)(ii) lists all real property leased for use in the conduct of the Business.

(b) Seller has not received written notice of any violation of any applicable zoning or building regulation or ordinance relating to the Transferred Facilities (as defined in Section 1.5) and, to the Knowledge of Seller, there is no such violation. Except as otherwise indicated in Schedule 4.18(b), to the Knowledge of Seller, no fact or condition

exists which is reasonably likely to result in discontinuation of presently available water, sewer, gas, electricity, telephone, drainage facilities and other utilities or services for the Transferred Facilities. Seller has not received written notice of any proposed material special assessments, or any proposed material changes in property tax or land use laws, or condemnation proceedings affecting any portion of the Transferred Facilities and, to the Knowledge of Seller, there are no such proposals or proceedings.

(c) Seller has good and marketable fee simple title to all Real Property subject to the state of facts set forth in Schedule 4.18(c), including the title commitment attached as a part of Schedule 4.18(c).

(d) Except as otherwise set forth in Schedule 4.18(c), there are no leases, subleases, licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any person the right to purchase, use or occupy any of the Transferred Facilities or any portion thereof or interest in any such Transferred Facilities.

4.19 No Brokers or Finders. No agent, broker, finder, or investment or commercial banker, or other person or firm engaged by or acting on behalf of Seller or any of its Affiliates in connection with the negotiation, execution or performance of this Agreement or the related documents, is or will be entitled to any brokerage or finder's or similar fee or other commission as a result of this Agreement or the transactions contemplated herein. Any fees or expenses resulting from such engagement shall be the sole responsibility of Seller.

4.20 Product Warranty. The aggregate amounts of valid Product Warranty claims of the Business in the years ended December 31, 1993 and 1994 were \$177,600 and \$150,100, respectively.

4.21 Intercompany Payables. All intercompany trade payable balances reflected on the Reference Statement of Assets and Liabilities have been incurred for goods and services provided to the Business in the ordinary course of business at reasonable prices and fees.

4.22 Construction of Certain Provisions.

(a) As used in this Article 4, the term "Knowledge" means the knowledge of the executive officers of Parent's Engineered Materials Sector, and the knowledge of the General Manager of the Business and his direct reports and other key employees of the Business identified in Schedule 4.22.



(b) An action, suit, proceeding, arbitration or litigation shall be considered "Threatened" if a written notice or communication has been received, within two years prior to the date of the applicable disclosure schedule, reasonably indicating that an action, suit or proceeding may be commenced.

4.23 No Additional Representations. Notwithstanding anything to the contrary contained in this Agreement, Seller makes no representation or warranty whatsoever, express or implied, beyond those expressly given in this Agreement, including but not limited to any implied warranty or representation as to condition, merchantability or suitability as to any of the properties or assets of Seller.

#### ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

5.1 Corporate Status. Purchaser is a corporation duly organized and validly existing under the laws of the State of California, the jurisdiction in which it is incorporated and has full power and authority to carry on its business and to own all of its properties and assets. Purchaser has all requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations and consummate the transactions contemplated hereby in accordance with the terms of this Agreement.

5.2 Authorization. All corporate and other proceedings required to be taken by or on the part of Purchaser, including, without limitation, all action required to be taken by the directors or shareholders of Purchaser to authorize Purchaser to enter into and carry out this Agreement and the related documents contemplated herein, have been, or prior to the Closing will be, duly and properly taken. This Agreement has been, and each of the related documents will be at Closing, duly executed and delivered by Purchaser and constitute, or will, when delivered, constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

5.3 Compliance. The execution and delivery of this Agreement and the related documents by Purchaser do not, and the consummation of the transactions contemplated hereby and thereby will not (a) violate any provision of the Restated Articles of Incorporation or Bylaws of Purchaser, (b) result in the breach (or an event which, with the giving of notice or lapse of time or both, would constitute a breach) of any term or provision of, or constitute a default under, or give rise to a right to terminate,

any material indenture, mortgage, deed of trust or other agreement or arrangement to which Purchaser is a party, or (c) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which Purchaser is subject.

5.4 Financing. Purchaser has funds of its own, or has binding commitments from responsible banks or other financial institutions to provide funds, which will be sufficient and available to pay the Purchase Price.

5.5 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other person or firm engaged by or acting on behalf of Purchaser or any of its Affiliates in connection with the negotiation, execution or performance of this Agreement and the related documents, is or will be entitled to any broker's or finder's or similar fees or other commission as a result of this Agreement or the transactions contemplated herein. Any fees or expenses resulting from such engagement shall be the sole responsibility of Purchaser.

5.6 Consents. Except as otherwise provided in this Agreement or set forth in Schedule 5.6, no action, approval, consent or authorization, including but not limited to any action, approval, consent or authorization by any third party, financial institution, governmental or quasi-governmental agency, commission, board, bureau or instrumentality, is necessary to make this Agreement or any of the agreements or instruments to be executed and delivered pursuant hereto a legal, valid and binding obligation of Purchaser or to consummate the transactions contemplated hereunder.

## ARTICLE 6. COVENANTS

### 6.1 Employment.

(a) Purchaser agrees to offer employment, effective immediately following the Closing, to all employees of the Business who are then employed by Seller, except for the employees listed in Schedule 6.1(a)(1). Seller agrees in this regard to cooperate with Purchaser by permitting Purchaser throughout the period prior to the Closing to meet with the employees of the Business at reasonable times and to distribute to them such forms and other documents relating to employment by Purchaser after the Closing as Purchaser deems appropriate.

(b) To assist Purchaser during the post-Closing transition period, Seller and Purchaser have agreed that Purchaser will be entitled to utilize the services of Phil Guy on a full-time basis from the Closing Date through December 31, 1995, provided that Purchaser reimburses Seller for the cost to Seller of his salary and benefits incurred by Seller during such

period, and further provided that Phil Guy remains in the employ of Seller or one of its Affiliates during such period.

(c) Purchaser agrees to make available to each employee of the Business who accepts employment with Purchaser as of the Closing Date and who is not listed on Schedule 6.1(a)(1) (collectively, "Transferred Employees"), Purchaser's standard benefits package, including health benefits substantially equivalent to the benefits currently provided by Seller to such employees, such benefits to become effective without a waiting period and without regard to pre-existing conditions, except with respect to long term disability benefits and supplemental life insurance to the extent such benefits are made available through third-party insurance carriers and will not cover pre-existing conditions. Nothing herein shall be deemed to require Purchaser to retain any of the employees it hires for any specific period of time or to maintain compensation rates or fringe benefit programs for any specific period of time, however, Purchaser shall be responsible for all actions taken or omitted to be taken with respect to such employees following their hiring by Purchaser. Seller shall amend, effective on the Closing Date, each Benefit Plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) to fully vest all employees of the Business in their accrued benefits as of the Closing Date.

(d) Purchaser agrees to be responsible for the payment of all sums payable in respect of the period following the Closing pursuant to those certain Retention Bonus Agreements specified on Schedule 6.1(d) attached hereto; provided, however, Purchaser's payment obligations pursuant to this sentence shall not exceed \$35,000. Except as expressly provided in this Agreement, Purchaser does not assume, and shall not be deemed to have assumed, any liability or obligation of Seller relating to employment matters involving current or former employees of Seller, including, without limitation, any matters arising under any employee benefit plan of Seller or its Affiliates. The term "Contract" as used in this Agreement does not include any Benefit Plan.

6.2 Non-Solicitation. Seller covenants that for a period of two years after the Closing, neither Seller nor any of its Affiliates will directly or indirectly solicit, raid, entice, induce or in any other manner encourage any Transferred Employee to discontinue his or her employment with Purchaser or to seek employment with Seller or any of its Affiliates. The parties expressly agree that advertisements addressed to the general public made in newspapers or other periodicals of general circulation shall not constitute direct or indirect solicitation for purposes of this Agreement. Seller agrees that for a period of two years after the Closing, neither Seller nor any of its Affiliates without the prior written consent of Purchaser which consent shall not unreasonably be withheld will enter into any employment or consultant relationship with any Transferred

Employee listed on Schedule 6.2, unless Purchaser has previously terminated the employment of such Transferred Employee.

6.3 COBRA Coverage. Seller shall timely provide all notices required to be provided to any of Seller's employees, former employees, or the beneficiaries or dependents of such employees or former employees, under Part 6 of Subtitle B of Title I of ERISA or Section 4980B(f) of the Code (herein collectively referred to as "COBRA"), to the extent such notices are required to be provided by Seller by reason of events occurring prior to or on the Closing Date or by reason of the transactions contemplated by this Agreement. For the purposes of the foregoing, Seller shall treat any Transferred Employee and such employee's beneficiaries and dependents, as of the Closing Date as having incurred a "qualifying event" (within the meaning of ERISA Section 603 and Code Section 4980B(f)(3)) as of the Closing Date.

6.4 WARN Act. Purchaser agrees to pay and be responsible for all liability, cost, expense and sanctions resulting from the failure to comply with the Worker Adjustment and Retraining Notification Act ("WARN Act"), and the regulations thereunder, in connection with the consummation of the transactions described in or contemplated by this Agreement.

6.5 Welfare and Pension Benefit Plans.

(a) For purposes of vesting and determining eligibility to participate and benefits payable under Purchaser's "employee welfare benefit plans," as defined in Section 3(1) of ERISA, Purchaser shall credit each Transferred Employee with his or her service with Seller before the Closing Date.

(b) For purposes of vesting and determining eligibility to participate and benefits payable under Purchaser's "employee pension benefit plans," as defined in Section 3(2) of ERISA, Purchaser shall credit each Transferred Employee with his or her service with Seller before the Closing Date.

(c) Purchaser agrees to make payroll deductions as requested by each Transferred Employee for timely payment of loans outstanding at the Closing Date under Seller's savings plans, and to remit such amounts withheld each calendar month to the trustee of Seller's 401(k) Plan.

6.6 Title Insurance. Prior to the Closing, Seller shall deliver to Purchaser a copy of the survey of the Liberty Street Site and a copy of the survey of the McCaffrey Street Site, each prepared by David Barrass ("Barrass") in April 1995 (each, a "Survey"), certified to Purchaser by Barrass and containing the embossed seal of Barrass. At the Closing and at

Purchaser's expense, Seller shall cause Lawyers Title Insurance Company (the "Title Company") to issue, or to be unconditionally committed to issue, to Purchaser an ALTA Owner's Policy of Title Insurance (10-17-92) with a liability amount of \$4,000,000 insuring Purchaser as the owner of fee title to the Real Property. Such policy (the "Title Policy") shall contain only the conditions and exceptions set forth in the form of the title commitment attached hereto as Schedule 4.18(c).

6.7 Seller's Covenant Not to Compete.

(a) Restrictions. Parent and Seller each agrees that for a period of three (3) years after the Closing Date, neither they nor their Affiliates will engage in the business of manufacturing and selling pressure sensitive adhesive tapes, PTFE flexible composites and fabrications, and PTFE films. Parent and Seller further agree that during the term of the Toll Agreement, neither they nor their Affiliates will engage in the business of manufacturing and selling metal-clad PTFE/glass laminates for the microwave laminates market, except as required for the performance of the Toll Agreement. Nothing in this Agreement shall restrict Parent, Seller or any of their Affiliates from engaging in the business of manufacturing and selling metal-clad PTFE/glass laminates after the expiration or termination of the Toll Agreement. Additionally, nothing in this Agreement is intended to prevent Parent, Seller and/or their Affiliates from: (i) acquiring shares of capital stock, partnership or other equity interests in any entity that is engaged in the Business, provided that (a) the primary purposes of such acquisition is not to acquire an interest in any entity engaged in the Business and (b) the annual revenues of such entity from the Business are not more than 30% of such entity's aggregate revenues; or (ii) acquiring shares of capital stock, partnership, or other equity interests in any entity as investments in Seller's pension funds or funds of any other employee benefit plan whether or not such entity is engaged in the Business, provided that such interests are acquired and held for investment purposes only.

(b) Special Remedies and Enforcement. Parent and Seller agree with Purchaser that a breach by Parent, Seller or any of their Affiliates of any of the covenants set forth in this Section 6.7 could cause irreparable harm to Purchaser, that Purchaser's remedies at law in the event of such breach would be inadequate, and that, accordingly, in the event of such breach, a restraining order or injunction or both may be issued against Parent, Seller and any of their Affiliates, in addition to any other rights and remedies that are available to Purchaser. In connection with any such action or proceeding for injunctive relief, Parent and Seller each hereby waives the claim or defense

that a remedy at law alone is adequate and agrees, to the maximum extent permitted by law, to have each provision of this Section 6.7 specifically enforced against Parent and Seller.

(c) Severability. If this Section 6.7 is more restrictive than permitted by the laws of any jurisdiction in which Purchaser seeks enforcement hereof, this Section 6.7 shall be limited to the extent required to permit enforcement under such laws. In particular, the parties intend that the covenants contained in Section 6.7(a) shall be construed as a series of separate covenants, one for each county and city in which the Business has been carried on or in which Purchaser may conduct a similar business after the Closing Date. Except for geographic coverage, each such separate covenant shall be deemed identical in terms. If, in any proceeding, a court or arbitrator shall refuse to enforce any of the separate covenants, then such unenforceable covenant shall be deemed eliminated from this Section 6.7 for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced. If the provisions of this Section 6.7 shall ever be deemed to exceed the duration or geographic limitations or scope permitted by applicable law, then such provisions shall be reformed to the maximum time or geographic limitations in scope, as the case may be, permitted by applicable law.

#### 6.8 Tax Returns; Taxes.

(a) Purchaser and Seller shall cooperate in preparing and filing tax returns relating to all sales, excise, real estate, use, transfer or license tax due with regard to the transactions contemplated by this Agreement. Purchaser and Seller shall each be responsible for and pay for one-half (½) of all of such sales, excise, use, transfer or license taxes resulting from the purchase, sale or transfer of the Assets and transactions contemplated hereby.

(b) All of the other fees and charges which are payable by Seller or attributable to the conduct of the Business or the ownership, possession or use of the Assets, including rents, general and special assessments, street surfacing and other municipal charges, fuel, water, sewer, electrical and other utility charges and documentation, license and registration fees (collectively, the "Other Charges") shall be prorated (as described below) as of the Closing Date. After the Closing, Purchaser shall make or cause to be made all necessary filings with respect to Taxes and the Other Charges.

(c) All Taxes related to the Transferred Facilities or to the Business accrued or accruable with respect to events

occurring prior to the close of business on the Closing Date shall be borne by Seller. For this purpose, the Closing Date shall be treated as the last day of a taxable period, whether or not the taxable period in fact ends on such period. All Taxes related to the Real Property, the real property subject to the Lease Agreements so long as such Lease Agreements are in effect, or to the Business accrued or accruable with respect to events occurring after the close of business on the Closing Date will be borne by Purchaser.

(d) Real and personal property taxes with respect to any Assets sold pursuant to this Agreement shall be prorated based on the ratio of number of days in the pre-closing period to the number of days in the actual taxable period with respect to which tax is assessed, irrespective of when such taxes are due, become a lien or are assessed; provided, however, nothing in this Section 6.8(d) shall cause a duplication in the payment of real or personal property taxes.

(e) Purchaser shall at its own cost and expense fully and accurately complete and submit any tax data packages with respect to taxable years ending on or prior to the Closing Date or for the 1995 taxable year reasonably required by Seller by the earlier of March 15, 1996 or 180 days after the Closing Date; provided, however, that if compliance with this Section requires more than eighty (80) hours of service from Purchaser's personnel, Seller shall reimburse Purchaser for the prorated wages, salaries and fringe benefits of such personnel for each hour of service in excess of such amount.

6.9 Preservation of Confidentiality. For a period of five (5) years from the date of this Agreement, Seller agrees to treat all Confidential Information (as defined below) of the Business, as confidential, to preserve the confidentiality thereof and to not disclose any Confidential Information, except (i) disclosures made to customers and vendors in the ordinary course of the Business through the Closing Date, (ii) disclosure to its representatives who need to know such confidential information in connection with the transactions contemplated herein at any time before or after the Closing, (iii) disclosures required by law or government authority, and (iv) with respect to any Confidential Information used, but not exclusively used in the Fluorglas Microwave Business, disclosures by Seller in the ordinary course of conducting its laminates business after the Closing, which are consistent with the standard of care Seller applies to its own confidential information. As used in this Agreement, "Confidential Information" means any and all technical, manufacturing or marketing information, ideas, methods, developments, inventions, improvements, business plans, trade secrets, scientific or statistical data, diagrams,

drawings, specifications or other proprietary information relating to the Business normally treated as confidential and proprietary by Seller in the ordinary course of the Business consistent with past practice, together with all analyses, compilations, studies or other documents, records or data prepared by Seller or Purchaser or their respective representatives, as the case may be, which contain or otherwise reflect or are generated from such information, or which are generated in connection with the transactions contemplated herein at any time before or after the Closing. Seller shall have no obligations with respect to any portion of the Confidential Information (i) which is now in the public domain or hereafter comes into the public domain through no fault of Seller, (ii) which is hereafter disclosed to Seller by a third party not in violation of any confidentiality obligation to Purchaser, or (iii) which is hereafter independently developed by Seller's employees without reference to the Confidential Information Seller is obligated to maintain in confidence under this Section.

6.10 Removal of Underground Storage Tanks. At Seller's sole cost and expense, Seller shall diligently proceed to remove and close in accordance with all applicable Environmental Laws the underground storage tanks described in Schedule 6.10 hereto (the "Tanks"), and shall provide Purchaser with written evidence of its performance of this obligation. If Seller fails to diligently perform the obligations set forth in this Section, Purchaser may, at Seller's sole cost and expense, cause the removal and closure of the Tanks in accordance with all applicable Environmental Laws.

6.11 Removal of Certain Assets. All assets which are located at the Transferred Facilities but which are not being transferred by Seller to Purchaser pursuant to this Agreement will be removed from the Transferred Facilities by Seller on or before the Closing Date.

6.12 Environmental Reports. Purchaser shall deliver to Seller a true and complete copy of the Phase I and Phase II environmental reports prepared by Parsons Engineering Science ("Parsons") in connection with Purchaser's acquisition of the Real Property when and as such reports become available. Purchaser shall, to the extent it has the power and authority to do so, make available or cause Parsons to make available to Seller the field notes, laboratory reports, sampling and test results and other relevant documentation relating to such reports to the extent such information is not included in the reports.

Purchaser also agrees to grant to Seller the right to conduct sampling at the Transferred Facilities (to the extent Purchaser retains control of such Transferred Facilities) to confirm the results or conclusions presented in any of the environmental reports delivered to Seller by Purchaser, provided that:



(i) Purchaser shall have the right to approve the scope and method of sampling and testing, which approval shall not be unreasonably withheld or delayed;

(ii) Seller shall use reasonable efforts to minimize any interference with the business operations of Purchaser and shall not materially interfere with such operations unless (y) no reasonable alternative action is available that would cause less interference and (z) the proposed action or alternative action must be taken to satisfy a requirement of a governmental entity to investigate or remediate an Environmental Condition;

(iii) Seller shall maintain or cause to be maintained insurance coverage relating to the sampling to be performed as reasonably required by Purchaser (provided such coverage is available at reasonable cost) and to name Purchaser an additional insured with respect to such coverage; and

(iv) Seller shall provide to Purchaser a copy of all reports obtained by Seller when and as received by Seller and shall, to the extent it has the power and authority to do so, make available, or cause its consultant to make available, to Purchaser the field notes, laboratory reports, sampling and test results and other relevant documentation relating to such reports to the extent such information is not included in the reports.

6.13 Intercompany Receivables and Payables. Each of Seller and Purchaser agrees to pay any and all intercompany trade receivables and payables, respectively, of the Business outstanding as of the Closing Date within the time period for payment in the ordinary course of business but no later than thirty (30) days after the Closing; provided, however, to the extent any such intercompany receivable or payable is not recorded on the Closing Statement of Assets and Liabilities (as finally agreed upon pursuant to Section 2.2) or the amount recorded differs from the amount paid in respect thereof by Seller or Purchaser, as the case may be, such party shall refund to the other party any overpayment received, or shall pay any additional amount owing to the other party, as the case may be, in each case together with interest at the rate specified in Section 2.3 from the date payment was originally made or due.

6.14 Health and Safety Operational Issues. At Seller's sole cost and expense, Seller shall diligently proceed to take reasonable action to correct the items identified in Schedule 6.14 attached hereto. Purchaser acknowledges that Seller may be able to provide Purchaser additional information concerning the issues set forth in the referenced memorandum that reasonably establish that one or more of such issues do not constitute a

current violation or noncompliance, in which case Seller shall have no obligation under this Section 6.14 with respect thereto.

#### ARTICLE 7. TOLL AGREEMENT

At the Closing, Purchaser and Seller shall execute the Toll Agreement attached hereto as Schedule 7, pursuant to which Seller will toll produce for Purchaser metal clad PTFE/glass laminates utilizing the Personal Property located at Seller's La Crosse, Wisconsin Laminated Products plant, for a period of up to two years from the Closing Date.

#### ARTICLE 8. PRE-CLOSING COVENANTS

8.1 Conduct of Business. During the period from the date hereof through the Closing Date, and except as otherwise provided in this Agreement, Seller:

(i) Shall conduct the Business in the ordinary course, consistent with past practice;

(ii) Shall refrain from disclosing or entering into any license or agreement with respect to the Intellectual Property;

(iii) Shall use reasonable efforts to maintain the good relations of its suppliers, customers and others with whom it has business relations;

(iv) Shall notify Purchaser of any material adverse change with respect to the condition of the Assets or the Assumed Liabilities or the Business;

(v) Shall not grant any compensation increase or bonus, except in the ordinary course of business, consistent with past practices;

(vi) Shall use reasonable efforts to preserve the business organization of the Business intact, and to preserve for Seller the present relationship between the Business and its employees, suppliers, clients and others having business relations with them;

(vii) Shall comply with all laws, ordinances, rules, regulations and orders applicable to the Business, or Seller's operations, assets or properties in respect thereof, the noncompliance with which might materially affect the Business or the Assets;

(viii) Shall not sell, assign, transfer, convey, lease, mortgage, pledge or otherwise dispose of or encumber any of the Assets, or any interests therein, except in the ordinary course of the Business; and

(ix) Shall not acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all of the assets of, or otherwise acquire any material assets or business of any corporation, partnership, association or other business organization or division thereof if any such transaction could materially affect the Assets, the Business or the consummation of the transactions contemplated hereby.

8.2 Access to Records and Properties. (a) From the date hereof until the Closing Date or earlier termination of this Agreement, Seller will:

(i) provide Purchaser, its officers, counsel and other representatives with reasonable access to the Assets, the principal personnel and representatives of Seller, and such books and records pertaining to the Business as Purchaser may reasonably request, during Seller's regular business hours, provided that Purchaser has provided Seller with reasonable prior written notice, and provided further that Purchase agrees that such access will be requested and exercised with due regard to minimizing interference with the operations of the Business;

(ii) furnish to Purchaser or its representatives such additional financial and operating data and other information relating to the business as may be reasonably requested, to the extent that such access and disclosure would not violate the terms of any agreement to which Seller is bound or any applicable law or regulation; and

(iii) make available to Purchaser for inspection and review all documents, or copies thereof, listed in the Schedules hereto, and all files, records and papers of any and all proceedings and matters listed in the Schedules hereto, except to the extent prohibited or restricted by law, regulation, contract with a third party or where the documents are subject to the attorney client or work product privilege.

8.3 Consents. Seller and Purchaser each has made required filings with the Federal Trade Commission ("FTC") and U.S. Department of Justice ("DOJ") pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") (including, without limitation, responses to requests for additional information). The parties shall not consummate the transactions contemplated by this Agreement unless and until all applicable waiting periods under the HSR Act have expired or are otherwise terminated and shall use good faith efforts to demonstrate that such transactions should not be opposed by the FTC or DOJ. All HSR Act filing fees are the responsibility of Purchaser.

8.4 Public Announcements. On and after the date hereof and through the Closing Date, neither of the parties shall issue any press release or make any public statement prior to obtaining the other party's approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary to the extent that, in the opinion of counsel to the party proposing to make such disclosure, disclosure is required by law or by any listing agreement of either party hereto. Such opinion of counsel shall be confirmed in writing and promptly delivered to the other party. The parties may disclose information with respect to the transactions contemplated hereby to their employees, agents and consultants only to the extent such persons have a need to know and agree to be bound by the terms hereof relative to the disclosure of such information.

#### ARTICLE 9. CLOSING

9.1 Closing Date and Place. The consummation of the purchase and sale contemplated hereby (the "Closing") will take place at the offices of Seller in Morristown, NJ at 10:00 a.m. on the third business day following the later of the execution of this Agreement or the date on which the conditions to the Closing set forth in Sections 10.1(a) and (e) and Sections 10.2(a) and (e) have been satisfied, or on such other date and time as may be mutually agreed upon by the parties in writing. Either party may elect to effect the Closing via the exchange of executed documents and certificates by telecopier or overnight mail. The date upon which the Closing occurs is referred to herein as the "Closing Date".

#### ARTICLE 10. CONDITIONS TO CLOSING

10.1 Conditions to the Obligations of Purchaser. The obligations of Purchaser under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions, any one or more of which may be waived in writing by Purchaser in its sole discretion:

(a) No law or order shall have been enacted, entered, issued, promulgated or enforced by any governmental entity, nor shall any action have been instituted and remain pending or have been threatened and remain so at what would otherwise be the Closing Date, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated herein.

(b) The representations and warranties of Seller contained in this Agreement or in any certificate or document delivered to Purchaser pursuant hereto shall be complete, true and correct in all material respects on the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(c) Seller shall have performed all of its covenants, obligations and agreements contained in this Agreement to the extent required to be performed and complied with by it prior to the Closing Date.

(d) Purchaser shall have received all certificates, instruments, agreements, deeds, title policies and other documents to be delivered by Seller on or before the Closing Date pursuant to this Agreement.

(e) The waiting periods under the HSR Act applicable to the purchase of the Business shall have expired without the initiation of legal action by the FTC or the DOJ.

10.2 Conditions to the Obligations of Seller. The obligations of Seller under this Agreement are subject to the fulfillment, prior to the Closing, of each of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

(a) No law or order shall have been enacted, entered, issued, promulgated or enforced by any governmental entity, nor shall any action have been instituted and remain pending or have been threatened and remain so at what would otherwise be the Closing Date, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated herein.

(b) The representations and warranties of Purchaser contained in this Agreement or in any certificates or documents delivered to Seller pursuant hereto shall in all material respects be complete, true and correct on the Closing Date, with the same force and effect as though such representations and warranties, had been made on and as of the Closing Date.

(c) Purchaser shall have performed all of its covenants, obligations and agreements contained in this Agreement to the extent required to be performed and complied with by the Closing Date.

(d) Seller shall have received all certificates, instruments, agreements and other documents to be delivered on or before the Closing Date pursuant to this Agreement.

(e) The waiting periods under the HSR Act applicable to the purchase of the Business shall have expired without the initiation of legal action by the FTC or the DOJ.

ARTICLE 11. TERMINATION AND SURVIVAL

11.1 Termination. Both of the parties hereto shall use good faith efforts to bring about the satisfaction of the conditions hereunder prior to and at Closing. Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by mutual written consent of Purchaser and Seller;  
or

(b) by Purchaser or Seller, upon written notice to the other, if such party or its Affiliate has breached any material representation, warranty or covenant contained in this Agreement in any material respect, if the non-breaching party has notified the breaching party of the breach in writing and the breach has continued without cure for a period of thirty (30) days after notice of the breach; or

(c) by Purchaser or Seller, upon the earlier of three (3) months from the date hereof or the issuance of a preliminary injunction enjoining the Closing of the transactions contemplated herein.

11.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 11.1(a) or Section 11.1(c), this Agreement shall become void and of no further force and effect, and neither of the parties hereto (nor their respective Affiliates, directors, shareholders, officers, employees, agents, consultants, attorneys-in-fact or other representatives) shall have any liability in respect of such termination.

(b) If this Agreement is terminated pursuant to Section 11.1(b), then subject to Section 15.17, the non-breaching party shall be entitled to receive reimbursement from the breaching party for all reasonable fees, costs and expenses (including legal and accounting) incurred by the non-breaching party in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 12. CLOSING DOCUMENTS

12.1 Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Purchaser the following documents:

(i) Copies of resolutions of Seller certified by a Secretary, Assistant Secretary or other appropriate officer of Seller, authorizing the execution, delivery and

performance of this Agreement and the transactions contemplated hereby;

(ii) Duly executed bills of sale and assignments in the forms attached as Schedule 1.4.1 and such other appropriate instruments of transfer with respect to all of the Assets not transferred or assigned by any other documents or instruments described in this Section;

(iii) Duly executed and acknowledged deed in the form attached as Schedule 1.4.2 and such other appropriate instruments of transfer with respect to the Real Property;

(iv) Duly executed and acknowledged assignments sufficient to transfer title to the Intellectual Property;

(v) Duly executed License in the form attached as Schedule 1.3(f);

(vi) Duly executed assignment and assumption agreement with respect to the Assumed Liabilities in the form attached as Schedule 1.4.1;

(vii) Duly executed Lease Agreements in the forms attached as Schedules 1.5.1 and 1.5.2;

(viii) Duly executed documents of assignment or transfer with respect to each of the transferable Permits and Licenses listed in Schedule 4.17;

(ix) A certificate of an appropriate officer of Seller relating to the representations, warranties and covenants of Seller made herein as provided in Section 10.1(b) and (c);

(x) Duly executed Toll Agreement in the form attached hereto as Schedule 7;

(xi) Intentionally Omitted;

(xii) The Title Policy; and

(xiii) Any other documents reasonably necessary to effectuate the transactions contemplated hereby.

12.2 Documents to be Delivered by Purchaser. At the Closing, Purchaser shall pay the Purchase Price to Seller by wire transfer and shall duly execute, where applicable, and deliver to Seller the following documents:

(i) Copies of resolutions of the Purchaser, certified by the Secretary or Assistant Secretary of Purchaser, authorizing the execution, delivery and

performance of this Agreement and the transactions contemplated hereby;

(ii) Duly executed assignment and assumption agreement with respect to the Assumed Liabilities in the form attached as Schedule 1.4.1;

(iii) Duly executed Lease Agreements in the forms attached as Schedules 1.5.1 and 1.5.2;

(iv) A certificate of an appropriate officer of Purchaser relating to the representations, warranties and covenants made herein by Purchaser, as provided in Sections 10.2(b) and (c);

(v) Duly executed Toll Agreement in the form attached hereto as Schedule 7;

(vi) Intentionally Omitted;

(vii) Duly executed License in the form attached as Schedule 1.3(f); and

(viii) Any other documents reasonably necessary to effectuate the transactions contemplated hereby.

#### ARTICLE 13. POST CLOSING OBLIGATIONS

13.1 Further Assurances. From time to time after the Closing, without further consideration, the parties shall cooperate with each other and shall execute and deliver instruments of transfer or assignment, or such other documents to the other party as such other party reasonably may request to evidence or perfect Purchaser's right, title and interest to the Assets, and otherwise carry out the transactions contemplated by this Agreement. Recordation of any such instruments shall be at the sole expense of Purchaser.

13.2 Access to Books and Records. After the Closing, Purchaser shall permit Seller, at Seller's sole expense, to have access to and the right to make copies of such of Seller's books, records and files as constitute part of the Assets for any reasonable purpose at any time during regular business hours, such as for use in litigation or financial reporting, tax return preparation, or tax compliance matters. Prior to disposing of or destroying any such information or records after the Closing Date, Purchaser shall afford Seller a reasonable opportunity to segregate, remove or copy such books, records and files as Seller may select. Purchaser shall not be required to retain such books, records and files beyond the expiration of any applicable statute of limitations, including extensions thereof.



13.3 Cooperation in Litigation. The parties shall reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any litigation or other proceeding arising from or relating to the operation of the Business.

13.4 Proprietary Information. Prior to the Closing Date, the Business was routinely supplied copies of proprietary and confidential information relating to strategic, technical, and/or marketing plans of Seller and its Affiliates and their various operations. Although Seller has attempted to recover such information from the Business, some may still be present within the Business. Purchaser therefore agrees that it will not use such information for any purpose whatsoever, and shall destroy any remaining copies.

#### ARTICLE 14. INDEMNIFICATION

14.1 Indemnification by Seller and Parent. Seller and Parent (collectively and individually referred to hereinafter in this Article 14 as "Seller" unless otherwise expressly provided), jointly and severally, shall defend, indemnify and hold harmless Purchaser and Purchaser's directors, shareholders, officers, employees, agents, Affiliates, successors and assigns from and against any and all claims, liabilities, obligations, losses, costs, expenses (including, without limitation, interest, penalties and reasonable attorneys' fees), fines, or damages of any kind or nature (individually a "Loss" and collectively "Losses"), as a result of, or based upon or arising out of:

(a) any breach or violation by Seller of any of the covenants made by Seller in this Agreement or any agreement, certificate or similar document delivered pursuant hereto;

(b) any breach of, or any inaccuracy or misrepresentation in, any of the representations or warranties made by Seller in this Agreement or in any Schedule, agreement, instrument, certificate or similar document required to be delivered pursuant to the terms hereof;

(c) all Losses resulting from the assertion of claims made against the Assets sold hereunder or against Purchaser by creditors of Seller under any applicable bulk transfer law, including, but not limited to, the bulk transfer provisions of the Uniform Commercial Code of any state, or any similar statute, with respect to the transactions contemplated hereby; provided, that this Subsection shall in no event apply to Losses resulting from the assertion of claims included in the Assumed Liabilities; or

(d) any and all Excluded Liabilities (other than Environmental Excluded Liabilities), it being understood

that neither the Hazardous Substances referred to in the last sentence of Section 14.2(e) (B) which may have been present prior to the Closing Date, nor Purchaser's obligations under that provision with respect thereto, are intended to or shall be deemed to constitute an Excluded Liability;

(e) any and all of the following:

(A) the alleged or actual violation of any Environmental Law prior to the Closing or subsequent to the Closing to the extent the violation is a continuation of a violation that existed as of the Closing, provided that Purchaser gives Seller a Notice of Claim (as hereinafter defined) with respect to such continuing violation within two (2) years after the Closing Date in which event the procedures set forth in Schedule 14.1(e) (A) attached hereto shall apply;

(B) the presence, at any time on or prior to the Closing Date, of Hazardous Substances on or in the soil, groundwater or surface water at the Real Property or at any property or facility used in connection with the Business (including any property or facility at which any Hazardous Substances were disposed or treated), which presence constitutes an Environmental Condition as of the Closing Date or which becomes an Environmental Condition after the Closing Date due to a change in Environmental Laws.

14.1.1 Limitation on Environmental Indemnification.  
Notwithstanding the foregoing, Seller's obligation to Purchaser with respect to any Losses as a result of, or based upon or arising out of the circumstances described in Section 14.1(e) shall be limited to (i) third party claims, (ii) performance of investigation and remediation activities, (iii) reimbursement of or payment of out-of-pocket costs Purchaser may incur in connection with investigation or remediation activities or activities required to bring into compliance a continuing violation of an Environmental Law existing as of the Closing, and (iv) in the event any required investigation or remediation activities in respect of a Notice of Claim given to Seller during the three (3) year period following the Closing, or any compliance activities in respect of a Notice of Claim given to Seller pursuant to Section 14.1(e) (A) during the two (2) year period following the Closing, shall limit or shut down Purchaser's manufacturing operations, fifty percent (50%) of any profits Purchaser can reasonably establish that it lost as a result of such limitation on its manufacturing of Products for sale, provided that in no event will Seller's obligation with respect to such lost profits exceed \$3,000,000 in the aggregate. It is understood that Seller shall not be required to indemnify Purchaser for any lost profits which Purchaser may claim as a

result of delays or changes in implementation of any of Purchaser's expansion plans due to the performance of required investigation or remediation or compliance activities. In no event will Seller be required to conduct remediation to standards more strict than those then required by applicable governmental entities for a manufacturing operation conducted at the Transferred Facilities similar to the Business as conducted as of the Closing Date.

14.2 Indemnification by Purchaser. Purchaser shall indemnify and hold harmless Seller, Parent and their respective directors, stockholder, officers, employees, agents, consultants, representatives, Affiliates, successors and assigns from and against any and all Losses, as a result of, or based upon or arising out of:

(a) any breach or violation by Purchaser of any of the covenants made by Purchaser in this Agreement or any agreement, certificate or similar document delivered pursuant hereto;

(b) any breach of, or any inaccuracy in any of the representations or warranties made by Purchaser in this Agreement, or in any Schedule, agreement, certificate, instrument or similar documents required to be delivered pursuant to the terms hereof;

(c) any Assumed Liability;

(d) the operation of the Business by Purchaser after the Closing Date except to the extent otherwise the obligation or responsibility of Seller under this Agreement or otherwise covered by Section 14.2(e) or (f);

(e) any and all of the following:

(A) the alleged or actual violation by the Business of any Environmental Law subsequent to the Closing, unless such violation existed on or prior to the Closing and falls within Seller's indemnification obligation under Section 14.1(e) (A), and

(B) the release or deposit, at any time subsequent to the Closing, of Hazardous Substance(s) onto or into the soil, groundwater or surface water at the Real Property or at any property or facility (excluding Seller's Lacrosse, WI property and facility) used in connection with the Business (including any property or facility at which any Hazardous Substances were disposed or treated), unless the release or deposit does not materially increase the cost of investigating or remediating an Environmental Condition for which Seller is obligated to indemnify Purchaser

pursuant to Section 14.1(e), provided that, if such release or deposit does materially increase the cost of investigating or remediating an Environmental Condition for which Seller is obligated to indemnify Purchaser pursuant to Section 14.1(e), the cost of investigation and remediation shall be equitably allocated between Seller and Purchaser taking into consideration their relative contributions to the condition. (For the purposes of this subsection, an additional cost shall be "material" if it adds more than \$75,000 to the cost of the investigation or remediation.) In the event such release or deposit subsequent to the Closing gives rise to an Environmental Condition which did not exist prior to such release or deposit, it is agreed that Purchaser shall be responsible for the entire cost of investigating and remediating such Environmental Condition, including any Hazardous Substances comprising a portion of the Environmental Condition, regardless of whether such Hazardous Substances were present prior to the Closing Date; or

(f) Purchaser's hiring practices in connection with its compliance with Section 6.1(a) to the extent arising from claims by any employee listed in Schedule 6.1(a)(1) that Purchaser and/or Seller unlawfully discriminated against such employee in connection with Purchaser's hiring decisions on the basis of such employee's age, race, gender, religion or other legally protected classification.

14.2.1 Limitation on Environmental Indemnification.  
Notwithstanding the foregoing, Purchaser's obligation to Seller with respect to any Losses as a result of, or based upon or arising out of the circumstances described in Section 14.2(e) shall be limited to (i) third party claims, (ii) performance of investigation and remediation activities, and (iii) reimbursement of or payment of out-of-pocket costs Seller may incur in connection with investigation or remediation activities or activities required to bring into compliance a violation of an Environmental Law subsequent to the Closing. In no event will Purchaser be required to conduct remediation to standards more strict than those then required by applicable governmental entities for a manufacturing operation conducted at the Transferred Facilities similar to the Business as conducted as of the Closing Date.

14.3 Indemnification Procedure.

(a) Any party seeking indemnification hereunder (the "Indemnitee") shall notify the party liable for such indemnification (the "Indemnitor") in writing of any event, omission or occurrence which the Indemnitee has determined has given or could give rise to Losses which are indemnifiable hereunder (such written notice being

hereinafter referred to as a "Notice of Claim"); provided, that a Notice of Claim in respect of any action at law or suit in equity by or against a third person as to which indemnification will be sought shall be given promptly after the action or suit is commenced. A Notice of Claim shall specify in reasonable detail the nature and any particulars of the event, omission or occurrence giving rise to a right of indemnification. Neither the failure of any Indemnitee to give notice as provided in this Section 14.3 nor any defect or error in the notices given shall relieve the Indemnitor of its obligations under this Section 14.3, except to the extent that the Indemnitor is actually prejudiced by such failure, defect or error. After the giving of a Notice of Claim pursuant hereto, the amount of indemnification to which an Indemnitee shall be entitled shall be determined: (i) by the written agreement between the Indemnitee and the Indemnitor; (ii) by a judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnitee and the Indemnitor shall agree.

(b) The Indemnitor shall have the right to conduct and control, through counsel of its choosing reasonably acceptable to the Indemnitee, the defense, compromise or settlement of any third person claim, action or suit against such Indemnitee as to which indemnification is sought by any Indemnitee from any Indemnitor hereunder, provided that the Indemnitor (i) has acknowledged and agreed in writing, within 14 days after the giving of a Notice of Claim or such shorter period as may be required to avoid any prejudice to the right of the Indemnitee, that, if the same is adversely determined, the Indemnitor has an obligation to provide indemnification to the Indemnitee in respect thereof and (ii) diligently and timely defends against such claim, action or suit. In any such case the Indemnitee shall cooperate in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnitor in connection therewith; provided, that the Indemnitor shall not, without the written consent of the Indemnitee (which consent shall not be withheld unreasonably) compromise or settle any such claim, action or suit. The Indemnified Party shall have the right to employ separate counsel in any claim, action or suit and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnitee unless (i) the Indemnitor has agreed in writing to pay such fees and expenses, (ii) the Indemnitor has failed to assume the defense and employ counsel, or (iii) the named parties to any such claim, action or suit (including any impleaded parties) include both the Indemnitor and the Indemnitee and the Indemnitee shall have been advised in writing by its counsel that

representation of the Indemnitor and the Indemnitee by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing conflicts of interest between them (in which case the Indemnitor shall not have the right to assume the defense of such claim, action or suit on behalf of the Indemnitee).

(c) In the event Purchaser gives Seller a Notice of Claim for indemnification under Section 14.1(e), Seller shall notify Purchaser within ninety (90) days of Seller's receipt of the Notice of Claim whether or not Seller intends to conduct the required remediation and investigation activities. During such ninety (90) day period, Purchaser shall permit Seller and its consultants reasonable access to the relevant property for the purposes of determining whether or not Seller agrees with the claim. In the event a governmental authority requires action more quickly, Seller and Purchaser will cooperate with each other in good faith in order to negotiate a schedule reasonably acceptable to the governmental authority. Seller shall have the right to reasonably conduct and shall have reasonable control over any and all investigation and remediation activities that it undertakes, provided that Seller diligently and timely commences and performs such activities. Prior to the commencement of any such activities on the Real Property, Seller shall provide to Purchaser for its review and approval, which approval shall not unreasonably be withheld, the following:

(i) a work plan setting forth in reasonable detail the work to be performed; and

(ii) reasonably satisfactory evidence that Seller maintains, or has caused the party performing the work to maintain, insurance reasonably required by Purchaser (provided that such insurance is available at reasonable cost), naming Purchaser as an additional insured.

Seller shall provide to Purchaser copies of all reports, studies and sampling results, and drafts thereof, prepared with respect to the work and the Environmental Condition when and as such reports, studies or results become available.

(d) In connection with the performance of any such investigation or remediation activities, Purchaser shall provide Seller and its representatives with access to the Transferred Facilities, and shall cooperate with all reasonable requests of Seller, provided that Seller shall

reimburse Purchaser for reasonable out-of-pocket costs incurred as a result of providing such assistance.

(e) Seller shall use reasonable efforts to minimize any interference with the business operations of Purchaser and shall not materially interfere with such operations unless (y) no reasonable alternative action is available that would cause less interference, and (z) the proposed action or alternative action must be taken to satisfy a requirement of a governmental entity to investigate or remediate an Environmental Condition.

14.4 Limitation on Certain Claims. Anything to the contrary contained herein notwithstanding, (i) no party shall assert any claim against the other for indemnification hereunder with respect to any Losses unless and until the amount of such Losses or claims recoverable by the claiming party shall exceed \$200,000 calculated on a cumulative basis and not a per item basis, and then only in respect to the excess over said amount; provided, however, any Losses which arise pursuant to Sections 14.1(c), (d) or (e) or 14.2(c), (d), (e) or (f) shall not be subject to the \$200,000 minimum set forth in this Section 14.4; and (ii) neither Purchaser nor Seller shall be entitled to recover from the other party more than an aggregate of \$17,000,000 with respect to all claims for indemnity or damages in respect of matters for which it is entitled to be indemnified under (x) Sections 14.1(a), (b) or (c) in the case of Purchaser, and (y) Sections 14.2(a) or (b) in the case of Seller, whether such claims are brought under this Article 14 or otherwise.

14.5 Term. This Article 14 shall survive the Closing and shall remain in effect as follows: (i) as to any indemnification obligation arising pursuant to Sections 14.1(a) or (b) or 14.2(a) or (b), this Article 14 shall survive the Closing, and shall remain in effect for a period of two (2) years after the Closing, (ii) as to any indemnification obligation arising pursuant to Sections 14.1(e) or 14.2(e), this Article 14 shall remain in effect for a period of twenty (20) years after the Closing, and (iii) as to any indemnification obligation arising pursuant to Sections 14.1(c) or (d) or 14.2(c), (d) or (f), this Article 14 shall remain in effect indefinitely. The expiration of indemnity obligations under Article 14 shall not be deemed to constitute an assumption of liability by the party to whom the obligation ran or a waiver by such party of any other right or claim.

#### ARTICLE 15. MISCELLANEOUS

15.1 Expenses. Except as specifically set forth elsewhere herein, each of the parties hereto shall pay its own expenses and costs incurred or to be incurred by it in negotiating, closing and carrying out this Agreement. In the event of any action for the breach of this Agreement or

misrepresentation by any party, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such action.

15.2 Notices. Any notice or communication given pursuant to this Agreement by a party hereto to the other party shall be in writing and hand delivered, or mailed by registered or certified mail, postage prepaid, return receipt requested (notices so mailed shall be deemed effective on the third day after mailing), or sent via facsimile (notices so transmitted shall be deemed effective upon transmission), with an original mailed as follows:

If to Seller:

AlliedSignal Laminate Systems Inc.  
c/o AlliedSignal Inc.  
101 Columbia Road  
Morristown, New Jersey 07962  
Attention: Vice President and General Counsel  
Engineered Materials  
Fax No.: (201) 455-6840

If to Purchaser:

Furon Company  
29982 Ivy Glenn Drive  
Laguna Niguel, California 92677  
Attention: Chairman of the Board and General  
Counsel  
Fax No.: (714) 363-6276

15.3 Confidentiality. Seller and Purchaser have entered into a Confidentiality Agreement dated March 8, 1995, which notwithstanding any provision herein to the contrary shall survive the execution and delivery of this Agreement and any termination of this Agreement, but shall expire upon the consummation of the Closing and thereafter be of no further force or effect.

15.4 Post Closing Services. Seller agrees that following the Closing Date Seller will continue to provide those services set forth on Schedule 15.4 for the periods specified in Schedule 15.4, provided, however that Purchaser and Seller shall agree on a fee to be paid to Seller which fully compensates for all its costs in providing such services including wage and expenses of Seller's employees and allocable overhead, and terms for the provision of such services.

15.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall



be deemed an original, but all of which together shall constitute one and the same instrument.

15.6 Entire Agreement. Except for the Confidentiality Agreement referred to in Section 15.3, this Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior communication, representations, agreements and understandings between the parties hereto, whether oral or written, including, without limitation, any financial or other projections or predictions regarding the Seller or the Business.

15.7 Construction. When the context so requires, references herein to the singular number include the plural and vice versa and pronouns in the masculine or neuter gender include the feminine. The headings contained in this Agreement and the tables of contents, exhibits and schedules are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.8 Assignment. This Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not unreasonably be withheld.

15.9 Amendment. This Agreement may be amended only by written agreements duly executed by representatives of both of the parties hereto.

15.10 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of New York, disregarding its conflicts of laws principles which may require the application of the laws of another jurisdiction.

15.11 Failure to Close. If for any reason this Agreement is terminated prior to Closing, Purchaser shall promptly upon the request of Seller return to Seller all documents and other information (and notes made therefrom), including all originals and all copies thereof, theretofore delivered to Purchaser by or on behalf of Seller. Purchaser shall in any case comply with the terms of the Confidentiality Agreement referred to in Section 15.3.

15.12 No Third Party Rights. This Agreement is not intended and shall not be construed to create any rights in any parties other than Seller and Purchaser and no other person shall assert any rights as a third party beneficiary hereunder.

15.13 Schedules. Schedules attached hereto are incorporated into this Agreement and shall be deemed a part hereof as if set forth herein in full. References herein to "this Agreement" and the words "herein," "hereof" and words of similar import refer to this Agreement (including Schedules) as an entirety. In the event of any conflict between the provisions

of this Agreement and any such Schedule, the provisions of this Agreement shall control.

15.14 Waivers. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

15.15 Severability. If and to the extent that any court of competent jurisdiction holds any provisions (or any part thereof) of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

15.16 Remedies Cumulative. Except with respect to remedies for the breach of representations and warranties and except for the limitations on recovery of damages set forth in Sections 14.1.1, 14.2.1 and 14.4, all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available and Article 14 shall not be deemed to preclude or otherwise limit in any way the exercise of any such other rights or pursuit of other remedies.

15.17 Specific Performance. Seller and Purchaser each acknowledge that, in view of the uniqueness of the Business and the transactions contemplated by this Agreement, each party would not have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore agrees that the other party shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Agreement as of the day and year first above written.

"SELLER"

AlliedSignal Laminate Systems Inc.,  
a Delaware corporation

By: Stanley R. Stevinson *msp*  
Name: Stanley R. Stevinson  
Title: Assistant Secretary

"PARENT"

AlliedSignal Inc.,  
a Delaware corporation

By: Daniel K. Clift *msp*  
Name: Daniel K. Clift  
Title: Director - Corporate Development

"PURCHASER"

Furon Company,  
a California corporation

By: J. Michael Hagan  
Name: J. Michael Hagan  
Title: Chairman

**Schedule A**  
**Products**

**PSAT**

Skived PTFE Film  
High Modulus Skived PTFE Film  
High Modulus Extruded PTFE Film  
Oriented PTFE Film  
FEP Film  
Polyimide Film  
UHMW Polyethylene Film  
PTFE / Glass Fabric  
PTFE / Glass Fabric/Conductive  
Glass Fabric - Single Side Coated  
Glass Fabric - Double Side Coated  
Silicone Glass  
Aluminum Foil

**Flexible Composites**

Silicone Glass / White  
Silicone Glass / Red  
PTFE / Glass - Tear Resistant  
PTFE / Glass - Super Smooth  
PTFE / Glass - Standard  
PTFE / Glass - Mechanical  
PTFE / Glass - Porous  
PTFE / Glass - Conductive  
PTFE / Glass - White  
PTFE / Glass - CYTEK™  
Fluorglas II Laminate  
Custom Fabricated Components  
PTFE / Glass Filament  
PTFE Lacing Tape

10/26/95  
Doc. #33629 v5

Schedule A (Continued)  
Products

PTFE Film

Virgin Skived Film  
Reprocessed Skived Film  
Extruded PTFE Film - Unsintered  
Extruded PTFE Film - Sintered  
Extruded PTFE Film - Low Density

Microwave Laminate

Fine Weave Glass  
Medium Weave Glass  
High Dielectric Constant  
Low Dielectric Constant

10/26/95  
Doc. #33629 v5

**Schedule 15.4**  
**Post Closing Services to be Provided by Seller**

For a period of twelve (12) months after the date of this Agreement, Seller will make available to Purchaser processing capability under the Xerox Business Management System (XBMS) consistent with what is currently available to the Business. AlliedSignal data center in Tempe, AZ and the AlliedSignal Laminate Systems data center will continue to provide hardware and software support to include, but is not limited to, operation of the software at Tempe; data base management; agenda monitoring and abort notification and pre and/or post agenda data saves. The charge for these services will be \$10,374 per month. Purchaser will have the right to terminate these services at the end of any month by giving at least thirty (30) days written notice to Seller.

10/26/95  
Doc. #33629 v5

**Schedule 14.1(e)(A)**  
**Continuing Violation Procedures**

Purchaser will notify Seller in writing of any alleged continuing violation of any Environmental Law promptly after Purchaser's discovery thereof. Seller shall have a reasonable period of time to investigate and ascertain whether Seller agrees with Purchaser's claim, and Purchaser will cooperate with all reasonable requests of Seller in connection therewith. Seller and Purchaser will negotiate in good faith with respect to the corrective action, if any, required to be taken. Purchaser agrees that it will not disclose any violations or alleged violations to any governmental authority or third party unless such disclosure is required by law.

10/26/95  
Doc. #33629 v5

EXHIBIT 7

PRODUCT SPECIFICATIONS

The products will be produced in accordance with Mil-S-13949H, dated 24, December, 1992 and the appropriate guidelines set by the IPC.

In the event that Mil-S-13949H, or the IPC guidelines are revised during the term of this agreement, the superseding military specification or IPC guidelines will become the governing document.

In the event that any specification change referenced above impacts the cost to produce the Products, the compensation to be paid to AlliedSignal under this Agreement will be modified to reflect such changes in cost.



EXHIBIT 4.1A

DESCRIPTION OF ITEMS IN FIXED CHARGES

Description

Maintenance  
Janitors  
Repairs & Maintenance  
Perishable Tools  
QA Wages/Expenses  
Supervisory Wages  
Fixed Fringes  
Depreciation  
Sales & Use Tax  
Property Insurance  
Property Taxes  
Outside Security  
Scrap Removal  
Other Fixed Expenses

### 3) Direct Costs

All direct costs associated with the manufacture of metal clad PTFE/glass (microwave) laminates will be billed at actual cost on a monthly basis. Direct costs will include but not necessarily be limited to extraordinary maintenance charges for the following categories:

1. Remove, regrind and reinsert press platens
2. Purchasing replacement pumps
3. Purchasing replacement valves
4. Replacing heat exchanger coils (some can be repaired)
5. Controller electrical problems
6. Replacing insulation boards
7. Purchasing or regrinding stainless steel plates
8. Replacing stainless steel wool pads
9. Regrinding tray carriers
10. Plate refinishing

### 4) Copper Foil

A charge for Copper Foil purchased by AlliedSignal during the applicable month for use in the manufacture of the Products. Charges for Copper Foil during 1995 will be as follows:

<u>Type</u>	<u>Charge (\$/lb.)</u>
one-half (1/2) oz.	5.95
one (1) oz.	3.95
two (2) oz.	4.25
three (3) oz.	4.50

The 1996 charges for Copper Foil will reflect the same percentage increase or decrease reflected in Oak-Mitsui's published list prices.

### 5) Laboratory Testing Services

AlliedSignal will also provide laboratory testing services requested by Furon with respect to the Products for a charge of \$38/per hour.

EXHIBIT 4  
COMPENSATION

As compensation for AlliedSignal's services hereunder, Furon will pay AlliedSignal a monthly fee consisting of the following components:

1) Variable Costs

Direct Variable Expenses: Furon will pay all direct labor and benefit costs for the nine (9) employees in LaCrosse who work in the production of the Products. Furon will pay the full amount of such costs for the nine (9) employees regardless of whether or not any Products were manufactured during such month, and regardless of the amount of time the employees spend in the manufacture of the Products. The first priority of these nine (9) employees will be the manufacture of the Products, but AlliedSignal may assign them to other duties to the extent they are not required for the manufacture of the Products.

Allocated Variable Expenses: Furon will pay the portion of indirect variable expenses allocated to the Fluorglas Microwave Business on a basis consistent with past practice. The ratios to be used for such allocation are set forth below and will not be adjusted based upon production levels:

<u>DESCRIPTION</u>	<u>ALLOCATION %</u>
Factory Supplies	1.7
Packaging Supplies	1.7
Indirect Lab - Shipping	1.7
Indirect Lab - Q.A.	1.7
Utilities	5.0
Workmens Compensation	1.7
Welfare Insurance	1.7
SUI/FUI	1.7
FICA	1.7
Pension	1.7
Vacation Pay	4.4
Holiday Pay	4.4

2) Fixed Costs

A charge of \$11,500/month for fixed costs (see Exhibit 4.1A for detail). Effective January 1, 1997 AlliedSignal will adjust the charge for fixed costs to reflect any changes in such fixed costs.

EXHIBIT 3.2

COPPER FOIL SPECIFICATIONS

Copper Foil

Grade 1 electrodeposited copper foil will be supplied with a "special" PTFE treatment per Oak-Mitsui specification MF-150F and the applicable IPC specifications.

EXHIBIT 3.1

RAW MATERIAL SPECIFICATIONS

PTFE/Glass

PTFE/coated glass fabric will be supplied per "Norplex/Oak" procurement specification 12.2C, effective date 2/19/92 and the applicable IPC specifications.

PTFE Film

Virgin skived PTFE film will be supplied per "Norplex/Oak" procurement specification 12.3A, effective date 1/20/89 and the applicable section of the SPI ISO/WD T602A.2.

EXHIBIT 2.3PRODUCT LEAD TIMES

<b>Series</b>	<b>Lead Time</b>
601	10 Working Days
602	10 Working Days
603	10 Working Days
605	10 Working Days
501	10 Working Days
501S	10 Working Days
502S	10 Working Days

EXHIBIT 1.1(a)

PRODUCTS

Series 601  
Series 602  
Series 603  
Series 605  
Series 501  
Series 501S  
Series 502S

19. ENTIRE AGREEMENT This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior understandings and agreements. The standard terms and conditions of any purchase order issued by FURON or order acknowledgment issued by ALLIEDSIGNAL shall not apply to any services or products under this Agreement.

20. DISPUTE COSTS. In the event of any action for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

FURON COMPANY

ALLIEDSIGNAL LAMINATE SYSTEMS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_



14. FORCE MAJEURE. Failure of either party to make or take delivery hereunder when due, if occasioned by circumstances beyond the reasonable control of the party so failing, including, but not limited to, Acts of God, fire, explosion, flood, accident, interruption of or delay in transportation, labor troubles (whether or not the demands of the employees involved are reasonable and within said party's power to concede), employee absenteeism, labor turnover, equipment breakdown, compliance with governmental orders or directions, and other circumstances of like or different character, shall not subject said party to any liability to the other, and at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantities so omitted.

15. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld, provided that either party may assign this Agreement without such consent to its successor in or to the purchaser of the business to which this Agreement relates. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

16. CAPTIONS Paragraph headings are for the convenience of the parties only, and are not to be construed as having substantive legal significance.

17. GOVERNING LAW This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Wisconsin.

18. WAIVER Waiver of any breach, or failure to enforce any of the terms, conditions or provisions of this Agreement at any time shall not in any way affect, limit or waive that party's right thereafter to enforce and compel compliance with each and every term, provision or condition.

shall at its sole cost and expense move any of its other machinery and equipment if required to provide free and clear access to the Equipment. ALLIEDSIGNAL represents and warrants that it has an exit and loading area sufficiently large to permit reasonable removal, loading and transportation of the Equipment without damage to ALLIEDSIGNAL's facility or personal property.

11. LIABILITY. Neither party shall be liable to the other for special, incidental, indirect, punitive or consequential damages.

12. NOTICES. Notices to either party shall be in writing and will be deemed made when delivered by hand, received by certified mail, return receipt requested, or when received by facsimile, with a copy by mail, addressed as follows:

If to AlliedSignal:

AlliedSignal Laminates Systems, Inc.  
230 North Front Street  
La Crosse, Wisconsin 54602-1448  
Attention: President  
Facsimile No: (608) 791-2475

If to FURON:

FURON Company  
14 McCaffrey Street  
P.O. Box 320  
Hoosick Falls, NY 12090-0320  
Attention: \_\_\_\_\_  
Facsimile No: (518) 686-3161

Either party may change its address for notice by giving notice to the other party.

13. TITLE AND RISK OF LOSS. Title to the Raw Materials and the Products shall remain in FURON. AlliedSignal shall be responsible for damage to or loss of Raw Material and Products while in possession of AlliedSignal, except to the extent such damage or loss results from the negligence of FURON.

9.3 Either party may terminate this Agreement by giving written notice to the other party, in the event of a breach of the terms and conditions of this Agreement by the other party, which breach has not been cured with thirty (30) days after the breaching party has received written notice specifying the particulars of the breach from the non-breaching party.

9.4 If either party becomes insolvent, or if a petition in bankruptcy is filed by or against either party, the other party may terminate this Agreement immediately, by written notice.

10. REMOVAL OF EQUIPMENT. FURON shall, at its expense, disassemble and remove the Equipment from ALLIEDSIGNAL's facility within two (2) years after the closing under the Asset Purchase Agreement. In the event this Agreement is terminated prior to the expiration of the two (2) year term, removal shall be completed within forty-five (45) days after termination, but in no event later than two (2) years after the date hereof. Disassembly and removal of the Equipment shall be performed in a safe and workmanlike manner during ALLIEDSIGNAL's regular business hours or at such other time as mutually agreed upon. Any contractor engaged by FURON to perform the disassembly and removal shall be reasonably satisfactory to AlliedSignal. FURON and its contractor, if any, shall comply with all safety and other applicable requirements of AlliedSignal applicable to ALLIEDSIGNAL's facility. FURON shall be responsible for the cost of repairing any damage to ALLIEDSIGNAL's facility incurred in connection with the removal of the Equipment, and shall indemnify and hold AlliedSignal harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys fees arising in connection with the disassembly and removal of the Equipment. ALLIEDSIGNAL shall at its sole cost and expense provide FURON reasonable access to the Equipment and to an exit and loading area for purposes of removal, each of which shall be clear of any obstruction that would unreasonably hinder disassembly, removal, loading and transportation of the Equipment. ALLIEDSIGNAL

7. WARRANTY. ALLIEDSIGNAL warrants that the Products supplied hereunder shall conform to the specifications set forth in Exhibit 7. ALLIEDSIGNAL will promptly replace any non-conforming Products with Products that conform to the applicable specifications at ALLIEDSIGNAL'S cost (including the cost of Raw Materials), provided that ALLIEDSIGNAL will not be obligated to replace Products if the non-conformity is caused by the failure of the Raw Materials to meet the specifications set forth in Exhibit 3.1 or any other defect in the Raw Materials not caused by ALLIEDSIGNAL. Replacement of non-conforming Products shall be ALLIEDSIGNAL'S sole obligation and FURON'S exclusive remedy for failure of the Products to meet the applicable specifications. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS SUPPLIED HEREUNDER ARE SUPPLIED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURON agrees to indemnify, defend and hold ALLIEDSIGNAL harmless from and against any and all claims of and liabilities to third parties (including all costs and expenses and reasonable attorneys fees relating thereto) relating to or arising in connection with the Products manufactured under this Agreement, except to the extent arising from the failure of the Products to conform to the specifications set forth in Exhibit 7.

8. YIELD. ALLIEDSIGNAL shall in good faith attempt to maximize the yield of Products produced from Raw Materials.

9. TERM; TERMINATION

9.1 The maximum term of this Agreement shall be two (2) years commencing on the date of closing under the Asset Purchase Agreement.

9.2 FURON may terminate this Agreement effective at any time prior to the expiration of the two (2) year term by giving AlliedSignal at least sixty (60) days prior written notice.

with Exhibit 4.1 attached hereto. FURON will be responsible for any and all freight charges relating to the Products.

5. PAYMENT. Payment terms shall be net thirty (30) days from receipt of invoice. In the event of a good faith dispute regarding the accuracy of any invoice from ALLIEDSIGNAL to FURON, pending resolution of such dispute, FURON may withhold payment only of the disputed amounts, and shall promptly remit the undisputed amounts. Any overdue amounts shall bear interest compounded monthly at the prime lending rate in effect at the time, as reported by The Wall Street Journal.

6. EQUIPMENT.

6.1 ALLIEDSIGNAL shall place signs, of a size and bearing legends reasonably acceptable to ALLIEDSIGNAL, on and around the Equipment indicating that such Equipment is the property of FURON.

6.2 Representatives of FURON shall have reasonable access to the Equipment, during normal business hours, consistent with reasonable security arrangements established by ALLIEDSIGNAL.

6.3 ALLIEDSIGNAL shall perform and be responsible for normal care, maintenance and operation of the Equipment. FURON will be responsible for all repairs and extraordinary maintenance. An illustrative list of extraordinary maintenance items to be directly charged to FURON is included in Exhibit 4. ALLIEDSIGNAL shall promptly advise FURON of any repairs or extraordinary maintenance required for the Equipment and ALLIEDSIGNAL will perform or arrange for such repairs or extraordinary maintenance at FURON's cost, after receiving FURON's approval on the cost and scope of such activities.

6.4 ALLIEDSIGNAL shall operate the Equipment in a safe and proper manner, in compliance with all Federal, State and local laws, rules and regulations.

quantities in excess of the capacity of the Equipment assuming the availability of all ten openings when staffed two shifts per day, five days per week (total of nine employees).

2.2 Prior to the beginning of each calendar month FURON shall provide ALLIEDSIGNAL with its best estimate of the quantity of Products required by FURON during each of the following four (4) calendar months. Such estimates are for planning purposes only and shall not be binding upon either party.

2.3 FURON shall issue firm orders for Products from time to time in accordance with the applicable minimum lead time for the Products as set forth in Exhibit 2.3. While ALLIEDSIGNAL will use reasonable efforts to supply Products in shorter lead times when requested by FURON, ALLIEDSIGNAL shall have no obligation under this Agreement to fill orders on a shorter lead time than set forth in Exhibit 2.3.

### 3. SUPPLY OF RAW MATERIALS

3.1 FURON shall deliver to ALLIEDSIGNAL the raw materials necessary for AlliedSignal to manufacture the Products, except for electrodeposited copper foil (the "Raw Materials"). The Raw Materials shall meet the applicable specifications set forth in Exhibit 3.1. FURON shall arrange to have the necessary Raw Materials delivered to ALLIEDSIGNAL at such times and in such quantities which are sufficient to permit ALLIEDSIGNAL to fill FURON's orders. FURON shall maintain no less than fourteen (14) days of supply of Raw Materials at ALLIEDSIGNAL's facility.

3.2 ALLIEDSIGNAL will purchase electrodeposited copper foil meeting the specifications attached hereto as Exhibit 3.1 ("Copper Foil") required to manufacture Products. FURON shall be responsible for notifying ALLIEDSIGNAL as to the quantities of Copper Foil ALLIEDSIGNAL should purchase to fill FURON's orders.

4. COMPENSATION. As compensation for ALLIEDSIGNAL's services hereunder, FURON shall pay ALLIEDSIGNAL a monthly fee determined in accordance

**Schedule 7**  
**TOLL AGREEMENT**

THIS AGREEMENT is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 1995, by and between ALLIEDSIGNAL LAMINATE SYSTEMS, INC., a Delaware corporation ("ALLIEDSIGNAL") and FURON COMPANY, a California corporation ("FURON").

WITNESSETH:

WHEREAS, ALLIEDSIGNAL AND FURON have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which ALLIEDSIGNAL sold to FURON certain assets located in ALLIEDSIGNAL's LaCrosse, Wisconsin facility, which equipment is listed in Schedule 4.5(a) to the Asset Purchase Agreement (the "Equipment").

WHEREAS, FURON desires that AlliedSignal manufacture, and AlliedSignal has agreed to manufacture for FURON, during the period of time set forth herein, certain metal-clad PTFE/glass laminates on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCTS. ALLIEDSIGNAL agrees to manufacture for FURON the metal-clad PTFE/glass laminate products identified in Exhibit 1.1(a) (the "Products") using the Equipment.

2. QUANTITY; FORECASTS; ORDERS

2.1 The quantities of Products ALLIEDSIGNAL will manufacture for FURON hereunder shall be established in accordance with the procedures set forth in Sections 2.2 and 2.3 below, provided that in no event shall AlliedSignal be obligated to supply

11/9/95  
Doc. #33597 v3

**Schedule 7**  
**Toll Agreement**

Attached

10/26/95  
Doc. #33629 v5



**Schedule 6.14**  
**Health and Safety Issues**

Reference is made to the memorandum from David Yopak to Don Bradley dated August 19, 1995 (the "Yopak Memo") and related correspondence which identified certain Health and Safety issues. Seller agrees to pay to Purchaser concurrently with the Closing the amount of \$10,000 for compliance activities to be performed by Purchaser. Seller also agrees to perform, or at its option and expense cause a third party to perform, the items listed below which were identified in the Yopak memo. Except as set forth in this Schedule, Seller will have no obligation to Purchaser with respect to Health and Safety compliance matters (excluding third party claims in respect of conduct of the Business prior to the Closing).

**Overall HS&E Issues**

1. Confined space plan: Seller will conduct training and document training with respect to the confined space plan. (Completed 10/31 per Ken Brownell)
2. Hazardous energy control: Seller will make required improvements at the John Street facility with respect to the Lock Out/Tag Out program.
3. Personal protection standard: Seller will complete training, implementation and certifications for McCaffrey Street and River Road II.
4. Floor loading marking: Seller has issued a purchase order to calculate the floor loading limits and will mark required areas with calculated load limits.
5. Emergency lighting: Seller will correct deficiencies noted in the emergency lighting system as tested during the week of October 16.

**Liberty Street**

6. Flammable storage: Seller will make changes to the ventilation system at Liberty Street to meet the standards of OSHA Standard 1910.106(d).

**River Road I**

7. Machine guarding - Seller will install guard for the lathe at River Road I.

**Schedule 6.10**  
**Underground Storage Tanks**

All underground storage tanks are identified in Schedule 4.10 Environmental Disclosure.

10/26/95  
Doc. #33629 v5

**Schedule 6.1(d)**  
**Retention Bonus Arrangements**

Stay-on Bonus -- 5 employees total.

Purchaser responsible for amounts payable after Closing not to exceed \$35,000 in the aggregate.  
Purchaser will reimburse Seller for amounts paid upon receipt of an invoice from Seller.

Detailed information to be provided to Purchaser under separate cover.

10/26/95  
Doc. #33629 v5

## Schedule 6.2

High-level Salaried Employees

William E. Noonan Jr.	General Manager
John Hayden	H.R. Supervisor
Bob Nowak	Controller
Richard Lenyk	Manager Product Quality/Process Reliability
Bob Ellis	Product Manager
Paul Beaumont	Manufacturing Manager
Mark Merrell	Manufacturing Manager
John B. Brown	Sales Representative
Christopher Conner	Sales Representative
Jeff Howe	Sales Representative
Tom McDonald	Sales Representative
Kevin Manchester	Sales Representative
Tom Wysocki	Maintenance Supervisor
Patricia LaPorte	Customer Service Manager
Joe Springer	Q.C. Supervisor
Satbir Nayar	Export Sales
Richard Hermas	Sales Representative

Schedule 6.1 (a) (1)  
Non-Transferring Employees

A. Production

Ernest Bates  
Lawrence Carknard  
Russell Drozozal  
Veronica Hoag  
Diana Jansen  
Steve Jones  
Kevin Kubler  
Wayne Magigano  
Eugene McNair  
Bertilla Noble  
Daniel Parker  
Brian White

B. Administrative

Richard Brown  
Karen Flynn  
Werner Jansen  
Frank Keese  
Gerald Merkel  
Henry Serre  
Phil Guy  
Dan Bolduc  
Walt Sprague\*

C. Pre-Closing Hires

In Furon's discretion, any employees hired by Seller between the signing of the Asset Purchase Agreement and the Closing.

\*Notwithstanding anything to the contrary contained in the Asset Purchase Agreement, Purchaser shall be responsible for any severance payments due Mr. Sprague under Seller's severance plan. Purchaser shall reimburse Seller for such severance upon receipt of an invoice from Seller.

FLRG.AENS

**Schedule 5.6**  
**Purchaser's Consents**

Federal Government requirements under the Hart Scott Rodino Antitrust Improvements Act of 1976.

10/26/95  
Doc. #33629 v5

**Schedule 4.22**  
**Direct Reports and Key Employees**

Albertus Beumer - Manager, Microwave Products

Robert Ellis - Manager, Product Marketing

Gerald Merkel - Director of Sales

Robert Nowak - Controller

John Hayden - Supervisor, Human Resources

Richard Lenyk - Manager, Product Quality and Process Reliability

P. J. Beaumont - Manufacturing Manager

Mark Merrell - Manufacturing Manager

Philip Guy - Materials Manager

Ken Brownell - Manager of Health, Safety & Environmental

10/26/95  
Doc. #33629 v5

# VILLAGE OF HOOSICK FALLS

*Parcel II*

24 MAIN STREET, P.O. BOX 247  
HOOSICK FALLS, NEW YORK 12090-0247

## PROPERTY SEARCH Property Tax, Water, Sewer, and Solid Waste Rents

TO: Sneedinger & Carmody Abstract  
47 Second Street  
Troy, N.Y. 12180

PROPERTY ADDRESS: McCaffrey Street / Carey Ave.

OWNER OF PROPERTY  
AT TIME OF SEARCH Nordplex Oak - Fluorplan

This is to certify that the undersigned has searched the records of the Village of Hoosick Falls for the above mentioned and found the following information:

PROPERTY TAXES	PAID	DATE
JUNE 19 95 19,271.45		10. 6/9/95
BASE TAX		
RELIEF		
PENALTY?		
TOTAL:	YES <del>NRXMM</del>	

WATER RENTS	PAID	DATE
AUGUST 19 UNMETERED	YES OR NO	
PENALTY IF ANY:		
MAY 19 95 METERED 6420.09	YES <del>NRXMM</del>	Pd. 6/7/95
PENALTY IF ANY:		
NOVEMBER 19 METERED	YES OR NO	
PENALTY IF ANY:		

SEWER RENTS	PAID	DATE
NOVEMBER 19 UNMETERED	YES OR NO	
PENALTY IF ANY:		
MAY 19 95 METERED 5,971.51	YES <del>NRXMM</del>	Pd. 6/7/95
PENALTY IF ANY:		
NOVEMBER 19 METERED	YES OR NO	
PENALTY IF ANY:		

SOLID WASTE RENTS	PAID	DATE
JANUARY 19 SOLID WASTE	YES OR NO	
PENALTY IF ANY:		
JULY 19 SOLID WASTE	YES OR NO	
PENALTY IF ANY:		

DATED: 6/28/95 SIGNATURE *Lorena C. Ruffner*



# VILLAGE OF HOOSICK FALLS

Parcel I

24 MAIN STREET, P.O. BOX 247  
HOOSICK FALLS, NEW YORK 12090-0247

PROPERTY SEARCH  
Property Tax, Water, Sewer, and Solid Waste Rents

TO: Sheerlinger & Carmody Abstract  
47 Second Street  
Troy, N.Y. 12180

PROPERTY ADDRESS: Liberty Street & Liberty St. Boiler

OWNER OF PROPERTY  
AT TIME OF SEARCH Norplex Oak (Fluorglas)

This is to certify that the undersigned has searched the records of the Village of Hoosick Falls for the above mentioned and found the following information:

PROPERTY TAXES	PAID	DATE
JUNE 19 95 4,608.78 BASE TAX RELEVY PENALTY?		Pd. 6/9/95
TOTAL:	YES <del>OR NO</del>	

WATER RENTS	PAID	DATE
AUGUST 19 ___ UNMETERED PENALTY IF ANY:	YES OR NO	
MAY 19 95 METERED 220.00 - 1,905.95 PENALTY IF ANY:	YES <del>OR NO</del>	Pd. 6/7/95
NOVEMBER 19 ___ METERED PENALTY IF ANY:	YES OR NO	

SEWER RENTS	PAID	DATE
NOVEMBER 19 ___ UNMETERED PENALTY IF ANY:	YES OR NO	
MAY 19 95 METERED 1,772.53 - 204.60 PENALTY IF ANY:	YES <del>OR NO</del>	Pd. 6/7/95
NOVEMBER 19 ___ METERED PENALTY IF ANY:	YES OR NO	

SOLID WASTE RENTS	PAID	DATE
JANUARY 19 ___ SOLID WASTE PENALTY IF ANY:	YES OR NO	
JULY 19 ___ SOLID WASTE PENALTY IF ANY:	YES OR NO	

DATED: 6/28/95 SIGNATURE Jessie C. Penfield

**Lawyers Title  
Insurance Corporation**

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

**TAXES**

**PARCEL II**

THE PREMISES ARE ASSESSED ON THE 1995 ASSESSMENT ROLL, Town of Hoosick to  
Morplex Oak, Inc. c/o Fluorglas P.O. Box 320 Hoosick Falls

Carey Ave.  
1 BLDG - 2nd Floor

ACRES 6.57            1404 D 181  
Property Class 710 (Manufacturing)  
TAX MAP #37.6-3-1  
Hoosick Falls Central School District Code 382801

THE PREMISES ARE ASSESSED FOR \$968,600.00.

TAX DUE 1/1/95 IN THE AMOUNT OF \$17,977.28 is PAID January 16, 1995.

1995-1996 SCHOOL TAX IN THE AMOUNT OF \$26,837.24 PAID September 22, 1995.

No Water or Sewer Tax Search made.

Personal checks will not be accepted for payment of taxes at closing. Tax  
payment must be cut from proceeds.

Page 2  
S. & C. No. T-49781  
Date: October 3, 1995

**Lawyers Title  
Insurance Corporation**

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

**TAXES**

**PARCEL I**

THE PREMISES ARE ASSESSED ON THE 1995 ASSESSMENT ROLL, Town of Hoosick to  
Morplex Oak, Inc. c/o Fluorglas P.O. Box 320 Hoosick Falls

Liberty Street

FR FT 39.36 X 26.27           ACRES 11.09           1239 D 286  
Property Class 710 (Manufacturing)  
TAX MAP #27.10-9-20  
Hoosick Falls Central School District Code 382801  
20% of 50100

THE PREMISES ARE ASSESSED FOR \$446,300.00 less BS/IMP CTS(47600) of  
\$10,020.00.

TAX DUE 1/1/95 IN THE AMOUNT OF \$8,097.38 is PAID January 16, 1995.

1995-1996 SCHOOL TAX IN THE AMOUNT OF \$12,157.52 PAID September 22, 1995.

No Water or Sewer Tax Search made.

Personal checks will not be accepted for payment of taxes at closing. Tax  
payment must be cut from proceeds.

Page 1  
S. & C. No. T-49781  
Date: October 3, 1995

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NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

**MORTGAGE**

**NONE**

Page 1  
S. & C. No. T-49781  
Date: October 4, 1999

MORTGAGE PAYOUT LETTER MUST BE PROVIDED AT CLOSING, IF MORE THAN ONE MORTGAGE SEPARATE PAYOFF LETTERS MUST BE PROVIDED FOR EACH. TWO (2) BUSINESS DAYS PLUS WEEKENDS AND HOLIDAYS INTEREST MUST BE ADDED. PAYOUT LETTER MUST SPECIFY CHECK REQUIREMENTS.

THE CREDIT LINE MUST BE TERMINATED PRIOR TO CLOSING FOR ANY OF THE ABOVE MORTGAGES WHICH ARE HOME EQUITY/REVOLVING CREDIT MORTGAGES AND THE PAYOFF LETTER MUST INDICATE THAT THE PRINCIPAL BALANCE IS FIXED. AN ESCROW IN THE FACE AMOUNT OF THE MORTGAGE IS REQUIRED FOR ANY CREDIT LINE NOT TERMINATED PRIOR TO CLOSING.

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

14. Survey, dated April 1995 and revised September 25, 1995, made by David F. Barrass, Land Surveyor, shows:
- a) fence, lawn and debris encroaching over northerly line from lands now or formerly of Wilt and Liporace;
  - b) edge of lawn and gravel drive encroaching over northerly line from lands now or formerly of Brenenstuhl;
  - c) Note #5 indicates that the Village of Hoosick Falls is maintaining a portion of the paved road running to Carey Ave. as a street;
  - d) shed is shown encroaching over northerly line from lands now or formerly of Hayes;
  - e) pedestal is on northerly line;
  - f) edge of lawn and gravel and broken pavement parking area encroach over easterly line;
  - g) utility line crosses northerly line and runs to pole with guy and continues to pole near transformer; policy insures that the rights and easements to maintain and operate said line do not interfere with the use of the buildings and improvements shown.
- Policy excepts rights and easements of others to the aforesaid gravel drive and portion of the premises maintained as a street.
15. Policy insures that Carey Ave. is a village street and the premises have access thereto.

Schedule B - Section 2  
Page 3  
S. & C. No. Y-49781  
Date: October 18, 1995

\*\* TOTAL PAGE.005 \*\*

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

10. Survey, dated April 1995 and revised September 25, 1995, made by David F. Barrass, Land Surveyor, shows:
- a) variations from Liber 1239 cp 296;
  - b) chainlink fence along and within easterly and northerly lines;
  - c) laws of adjoiner within northerly line;
  - d) remains of wire fence along northerly line;
  - e) pond over westerly portion of premises;
  - f) Permanent Easement NYS Department of Public Works within southwest corner;
  - g) remains of fence and fence within southerly line;
  - h) shed of adjoiner encroaching over southerly line;
  - i) apparent location of easements granted to New York Power and Light Corp. and Niagara Mohawk Corp. and New York Telephone Co. with utility poles and guys and overhead wires crossing southerly line and running to building on premises;
  - j) gravel parking area encroaches onto Parcel 3 of Liber 842 cp 432; and
  - k) paved road encroaches onto lands now or formerly of the Trustees of the Society of St. Stanislaw, Inc.
11. Rights, if any, of property owners abutting the premises in and to the waters of the pond at the southwest corner of the premises; including, but not limited to, drainage, boating and fishing rights.
12. Policy insures that Liberty St. is a village street and the premises have access thereto.

## Parcel II

13. Ingress-Egress Easement - Liber 449 cp 310. Policy insures that the rights exercised under easements set forth herein do not interfere with the use of the buildings and improvements on the property as shown on the survey used herein.

Schedule B - Section 2  
Page 2  
S. & C. No: T-49781  
Date: October 4, 1995

Lawyers Title  
Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

52  
5/29/95

SCHEDULE B - SECTION 2

This policy or policies to be issued will contain exceptions to the following unless the same are disposed to the satisfaction of the Company:

All Parcels

1. The amount of acreage or square footage is not insured.
2. Water and sewer rents, if any. Municipal departmental charges, if any, not returned to county tax enforcing officer for collection.
3. Rights and easements, if any, of public utility companies to maintain and operate existing installations on the premises herein and streets adjacent thereto.
4. No title is insured to any land lying in the bed of any street, road or avenue abutting, adjoining, passing through or crossing the premises herein.

Parcel I

7. Flood Protection Easement of Liber 361 cp 451. Policy insures that the rights exercised under easements set forth herein do not interfere with the use of the buildings and improvements on the property as shown on the survey used herein.
8. Loss or damage by reason of reinstatement of premises to full assessment by assessor.
9. Utility Easements recited in Liber 1104 cp 431 and Liber 1239 cp 286. Policy insures that the rights exercised under easements set forth herein do not interfere with the use of the buildings and improvements on the property as shown on the survey used herein.

Schedule B - Section 2  
Page 1  
S. & C. No: Y-49781  
Date: October 4, 1995

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

8. Closing deed to contain the following recital:

O/E/M/ Acquisitions, Inc. a Delaware Corporation, was incorporated on June 23, 1967 and was authorized to do business in New York on June 29, 1967. On July 5, 1967, it changed its name to Dodge Industries, Inc. Dodge Industries, Inc. changed its name to Oak Materials Group, Inc. on December 1, 1975. Said corporation was merged into Morplex / Oak, Inc. on January 1, 1987. Morplex / Oak, Inc. was authorized to do business in New York on February 17, 1987. Said corporation changed its name to Morplex Oak, Inc. on January 30, 1989 and changed its name to AlliedSignal Laminate Systems, Inc. on December 16, 1992.

9. Deed from the Village of Hoosick Falls to certified owner for the westerly portion of Liberty Street to be recorded. E&A form 5217 and TF-584 to be furnished.

10. Affidavit from certified owner must be provided indicating that there are no leases, options to lease or persons in possession.

RECORDING OFFICERS REQUIRE ALL INSTRUMENTS TO BE EXECUTED IN BLACK INK.

Schedule B - Section 1  
Page 2  
S. & C. No. T-49781  
Date: October 4, 1995



Lawyers Title  
Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

51  
Come out  
of final  
policy

SCHEDULE B - SECTION 1  
REQUIREMENTS

The following are the requirements to be complied with:

1. Closing deed or lease to recite sale is made with unanimous consent of Grantor's Board of Directors, in its regular course of business; and recite it does not include all or substantially all corporate assets.
2. Deed to insured to be recorded. Executed NGA Form 5217 Revised January, 1994 (Filing Fee \$25.00) and Combined Real Property Gains Tax, Real Property Transfer Tax and Credit Line Mortgage Affidavit Form TP-584 (Filing Fee \$6.00) to be provided. (Real Property Gains Tax Tentative Assessment and certified funds payable to NYS Department of Taxation and Finance must be provided when applicable.)

In addition to an owner's policy of title insurance for the purchase price of a 1-4 residential dwelling, an optional rider is also available to insure homeowners for the Future market value for an additional premium of 10% of the basic rate for an owner's policy.

3. Closing deed and mortgage to contain the same description set forth in Schedule A, Item 4 herein.
4. Information Only - Parcel I tax map number is #27.10-9-20 and Parcel II #37.6-3-1.
5. See over updated Village of Hoosick Falls Tax searches for Parcels I, II.
6. Fee policy will except purchase money mortgage.
7. Corporation franchise tax search against Norplex Oak, Inc. changed to AlliedSignal Laminate Systems, Inc. shows owes franchise reports and taxes for December 1994. Filing period December. Also owes License fee. Consolidated statement of tax liabilities to be issued by N.Y.S. Department of Tax and Finance (1-800-835-3554)

RECORDING OFFICERS REQUIRE ALL INSTRUMENTS TO BE EXECUTED IN BLACK INK.

Schedule B - Section 1  
Page 1  
S. & C. No. T-49781  
Date: October 3, 1995

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

Parcel II

All that piece or parcel of property situate in the Village of Hoosick Falls, County of Rensselaer, State of New York and being bounded and described as follows:

Beginning at a point at the Southwest corner of lands now or formerly of Steven C. and Pamela M. Wilt (former Catherine Reilly Lot), said point being in the easterly boundary of the Boston and Maine Railroad Right of Way, and running thence from said point of beginning South 84° 22' 17" East along the southerly boundary of said lands now or formerly of Steven C. and Pamela M. Wilt, the southerly boundary of lands now or formerly of Mary Jane Liporace, and the southerly boundary of lands now or formerly of Chauncey A., Edwin E. and Norma L. Brenenstuhl 250.19 feet to a point; thence North 19° 37' 43" East along the easterly boundary of said lands now or formerly of Chauncey A., Edwin E. and Norma L. Brenenstuhl 81.83 feet to a point in the southerly boundary of Carey Avenue; thence South 84° 22' 17" East along the said southerly boundary of Carey Avenue 27.93 feet to an iron pin at the northwesterly corner of lands now or formerly of Walter Hayes; thence South 22° 28' 40" West along the westerly boundary of said lands now or formerly of Walter Hayes 82.96 feet to an iron pin; thence South 84° 22' 17" East along the southerly boundary of said lands now or formerly of Walter Hayes 154.00 feet to an iron pin; thence South 82° 43' 17" East along the southerly boundary of lands now or formerly of Darren R. and Pamela J. Kimball 89.50 feet to an iron pin; thence North 02° 46' 43" East along the easterly boundary of said lands now or formerly of Darren R. and Pamela J. Kimball 79.50 feet to a point in the aforementioned southerly boundary of Carey Avenue; thence South 84° 39' 17" East along the said southerly boundary of Carey Avenue 80.69 feet to an iron pipe at the northwesterly corner of lands now or formerly of Marilyn Jordan; thence South 03° 15' 43" West along the westerly boundary of said lands now or formerly of Marilyn Jordan 649.97 feet to an iron pin in the northerly boundary of lands now or formerly of The Village of Hoosick Falls; thence North 84° 50' 17" West along the said northerly boundary of lands now or formerly of The Village of Hoosick Falls 311.02 feet to an iron pin in the aforementioned easterly boundary of the Boston and Maine Railroad Right of Way; thence northerly along the said easterly boundary of the Boston and Maine Railroad Right of Way the following two (2) courses and distances: 1) North 27° 39' 17" West 300.00 feet to an iron pin and 2) along a curve to the right having a radius of 1117.00 feet and a central angle of 18° 17' a distance of 356.52 feet to the point of beginning,

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## SCHEDULE A

### Parcel I con't

formerly of Stephen L. Bienkoski; the northerly boundary of lands now or formerly of Elizabeth Hayden, and the northerly boundary of lands now or formerly of John E. and William L. Bakaitis 1099.10 feet to an iron pin in the easterly boundary of Hovey Avenue; thence North 13° 08' 36" East along the easterly boundary of lands now or formerly of Frank and Stella Sicinski 524.49 feet to an iron pin in the southerly boundary of lands now or formerly of Edward J. Kaukas; thence North 80° 43' 36" East along the said southerly boundary of lands now or formerly of Edward J. Kaukas, the southerly end of Madison Street, and the southerly boundary of lands now or formerly of Paul Danforth and Nancy Pierce 441.33 feet to an iron pin; thence South 33° 32' 00" East along the westerly boundary of said lands now or formerly of Paul Danforth and Nancy Pierce 153.27 feet to an iron pin; thence North 80° 50' 57" East along the southerly boundary of said lands now or formerly of Paul Danforth and Nancy Pierce, the southerly end of Mystic Lane, the southerly boundary of lands now or formerly of John J. and Marence C. Burke, and the southerly boundary of lands now or formerly of Raymond Wrubleski and Barbara A. Brown 359.58 feet to an iron bar at the northwesterly corner of lands now or formerly of Francis X. and Karen L. Gorman; thence southerly and easterly along the boundary of said lands now or formerly of Francis X. and Karen L. Gorman the following three (3) courses and distances: 1) South 33° 01' 21" East 72.50 feet to an iron pin; 2) North 80° 50' 57" East 82.84 feet to an iron pin; and 3) South 31° 28' 05" East 118.50 feet to the point of beginning.

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## SCHEDULE A

### Parcel I

All that piece or parcel of property situate in the Village of Hoosick Falls, County of Rensselaer, State of New York and being bounded and described as follows:

Beginning at an iron pipe at the northwesterly corner of Liberty Street, said pipe being located 205 feet westerly along the northerly boundary of Liberty Street from the westerly boundary of Mechanic Street; and running thence from said point of beginning South 31° 28' 05" East along the westerly end of said Liberty Street 37.85 feet to a point in the northerly boundary of lands now or formerly of The Trustees of The Society of St. Stanislaws, Inc.; thence westerly and southerly along the boundary of said lands now or formerly of The Trustees of The Society of St. Stanislaws, Inc. the following four (4) courses and distances: 1) South 80° 50' 57" West 106.56 feet to a point; 2) along a curve to the left having a radius of 42.00 feet and a central angle of 33° 29' 16" a distance of 24.55 feet to a point; 3) South 47° 21' 18" West 102.24 feet to an iron pin; and 4) South 42° 38' 42" East 196.82 feet to an iron pin in the northwesterly boundary of River Road; thence southwestly along the said northwesterly boundary of River Road and along a curve to the left having a radius of 363.00 feet and a central angle of 00° 46' 25" a distance of 4.90 feet to a point in the easterly boundary of lands now or formerly of the Village of Hoosick Falls; thence northerly along the said easterly boundary of lands now or formerly of the Village of Hoosick Falls and along a curve to the left having a radius of 790.50 feet and a central angle of 14° 33' 50" a distance of 200.94 feet to an iron pin; thence along the northerly boundary of said lands now or formerly of the Village of Hoosick Falls and along a curve to the right having a radius of 78.00 feet and a central angle of 13° 24' 48" a distance of 18.49 feet to an iron pin; thence southerly along the westerly boundary of said lands now or formerly of The Village of Hoosick Falls and along a curve to the right having a radius of 775.50 feet and a central angle of 15° 24' 31" a distance of 208.55 feet to a point in the aforesaid northwesterly boundary of River Road; thence southwestly along the said northwesterly boundary of River Road and along a curve to the left having a radius of 363.00 feet and a central angle of 3° 54' 37" a distance of 24.77 feet to an iron pin at the northeasterly corner of lands now or formerly of William and Lucinda Thomson; thence South 87° 03' 03" West along the northerly boundary of said lands now or formerly of William and Lucinda Thomson, the northerly boundary of lands now or formerly of Nancy L. Foster; the northerly boundary of lands now or formerly of Robert L. Kowalik, the northerly boundary of lands now or formerly of Deborah A. Philpott, the northerly boundary of lands now or

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Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

S. & C. NO. T-49781

1. Effective Date: March 30, 1995

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy 1992 Amount \$ 4,000,000  
(with N.Y. Endorsement Modifications)

Proposed Insured: Furon Company

(b) ALTA Loan Policy - 92 Amount \$  
(with N.Y. Endorsement Modifications)

Proposed Insured: T/B/D

3. Title to the FEE SIMPLE estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Parcel I: AlliedSignal Laminate Systems, Inc., successor in interest to Dodge Industries, Inc., acquired title by deed dated July 13, 1972 and recorded July 18, 1972 in Liber 1239 cp 286.

Parcel II: AlliedSignal Laminate Systems, Inc., successor in interest to Oak Materials Group, Inc., acquired title by deed dated April 2, 1986 and recorded April 10, 1986 in Liber 1404 cp 181; being a portion thereof.

4. The land referred to in this Commitment is described as follows:

"SEE SHEET ATTACHED"

Countersigned at Troy, New York  
SMEERINGER & CARMODY ABSTRACT CORP.

Schedule A - Page 1

By [Signature]  
Authorized Officer/Agent  
Telephone No.: (518) 271-6201

Date: October 3, 1995

# Sneeringer and Carmody ABSTRACT CORPORATION

ALBANY  
518-434-0127

TROY  
518-271-6201

SARATOGA  
518-885-1237

50 Chapel Street  
Albany, New York 12207

Lawyers Title Insurance Corporation  
Norwalk National Division  
2150 Post Road  
Fairfield, Connecticut 06430-5669

O'Melveny & Myers  
Suite 1700  
610 Newport Center Drive  
Newport Beach, CA 92660-6429  
ATTN: Susan M. Mason, Esq.

Whiteman, Osterman & Hanna, Esqs  
1 Commerce Plaza  
Albany, New York 12260

Allied Signal, Inc.  
Law Dept.  
101 Columbia Rd.  
Morristown, NJ 07982

S&C No. T49781  
Premises: Carey St., Hoosick  
Liberty St., Hoosick

October 4, 1995

New owner: Furon Company

Endorsement - Waiver of Arbitration	\$	25.00
Endorsement - Land Same As Survey		25.00
Fee Policy - \$4,000,000.00		13499.00
Tax Search		150.00
Extra Chain(s) of Title		900.00
Village Tax Search		60.00
Franchise Tax Search		30.00
Disbursement		240.00
TOTAL	\$	14929.00

SATISFACTION OF MORTGAGE NOT PROVIDED AT  
CLOSING, \$30.00 PLUS COST OF RECORDINGS

REPRESENTING LAWYERS TITLE INSURANCE CORPORATION

**Schedule 4.18(c)**  
**Title Commitments for McCaffrey Street and Liberty Street**

See Attached.

10/26/95  
Doc. #33629 v5

**Schedule 4.18(b)**  
**Exceptions to use of Transferred Facilities**

An underground water main that Seller owns and maintains extends from the Village of Hoosick Falls Public Water Works, under the Hoosick River, through lands of Kenneth Brownell Sr., through the south side of River Road 3's eastern property line to the River Road 3 plant, then around the south and west side of River Road 3 to the River Road 1 and 2 properties and plants. Seller is not aware of any recorded easement or right of way with respect to this pipeline.

10/26/95  
Doc. #33629 v5



**Schedule 4.18(a)(ii)**  
**Leased Real Property**

NONE

10/26/95  
Doc. #33629 v5

**Schedule 4.4(b)**  
**Material Adverse Changes**

NONE

10/26/95  
Doc. #33629 v5

**Schedule 4.5(a)**  
**Condition of Property**

(i) Personal property located at the Facilities:

See capital register attached as Appendix I

(ii) LaCrosse Machinery and Equipment used exclusively for the Fluorglas Microwave Business:

See list attached as Appendix II

Seller shall have the right to use the HP 8729B Network Analyzer with Fixtures (item number 31 on the attached list) at no charge for the duration of the Toll Agreement. Upon termination of the Toll Agreement, Seller shall have the right to remove at its expense any and all test cavities other than those which are required for testing Fluorglas Microwave products at X-Band. Seller shall be responsible for the cost of repairing any damage to such equipment incurred in connection with such use (ordinary wear and tear excepted) and in connection with Seller's removal of any test cavities.

(iii) Exceptions to condition of Personal Property:

Old rewind slitter no longer usable for slitting and currently used only as a rewind logger. Certain idle equipment has not been maintained in operating condition. None of the equipment identified in this item (iii) is material to the operation of the Business as currently conducted.

(iv) Exceptions to condition of Facilities and Improvements:

1. The deck work in the McCaffrey Street coating tower room is in need of repairs. Seller, based upon information provided by the General Manager of the Business, in good faith estimates the cost of the repairs to be approximately \$60,000.
2. The wooden roof eaves at Liberty Street are showing considerable evidence of dry rot. Repairs have been planned and budgeted for the summer of 1996. Seller, based upon information provided by the General Manager of the Business, in good faith estimates the cost of these repairs to be approximately \$4,400.

Repairs of these items are Purchaser's responsibility. Seller will not be responsible for the accuracy of the cost estimates, unless Seller has not acted in good faith with respect to the amounts of such estimates. The cost estimates contained herein are not to be construed as representations or warranties of Seller or Parent.

11/8/95  
Doc. #33629 v7

**Appendix I to Schedule 4.5(a)  
Capital Register**

See Attached.

10/26/95  
Doc. #33629 v5

WBS 24 21

(09/26/95) LOC KEY JTE	(09/26/95) LOC KEY ITEM NO	** BK DESCRIPTION	** BK ACCT YEAR	** BK COST	(PAGE: BK ACCH DEPR	1) NET BOOK VALUE
902 FL172	902 FL061	LAND-LIBERTY ST.	72 3311	3,000.00	.00	3,000.00
902 FL173	902	LAND IMP-LIBERTY ST. PAVING	72 3311	3,000.00	.00	3,000.00
902 FL503	902 FL049	LAND IMP-LIBERTY ST. PAVING	73 3316	2,152.50	2,152.50	.00
902 A073042	902 FL066	LAND IMP-LIBERTY ST. PAVING	82 3316	26,322.51	26,322.51	.00
902 A078545	902 FL050	LAND IMP-LIBERTY ST. PAVING	91 3316	1,142.76	579.54	563.22
902 A148180	902		3316	29,617.77	29,054.55	563.22
902 FL021	902 FL115	BUILDING IMP-LIBERTY ST.	67 3326	1,037.60	1,037.60	.00
902 FL023	902 FL118	BUILDING IMP-LIBERTY ST.	70 3326	5,244.23	5,244.23	.00
902 FL203	902 FL095	BUILDINGS-LIBERTY ST	72 3326	24,889.24	24,889.24	.00
902 FL209	902 FL096	BUILDINGS-LIBERTY ST	72 3326	57,298.34	53,287.43	4,010.91
902 FL210	902 FL097	BUILDINGS-LIBERTY ST	73 3326	20,680.58	18,405.69	2,274.89
902 FL211	902 FL120	BUILDINGS-LIBERTY ST	73 3326	171,731.40	171,731.40	.00
902 FL212	902 FL121	BUILDINGS-LIBERTY ST	73 3326	12,591.41	12,591.41	.00
902 FL214	902 FL100	BUILDINGS-LIBERTY ST	74 3326	5,280.00	5,083.00	897.00
902 FL216	902 FL101	BUILDINGS-LIBERTY ST	74 3326	36,503.90	36,503.90	.00
902 FL217	902 FL122	BUILDING IMP-LIBERTY ST	75 3326	117.44	117.44	.00
902 FL220	902 FL102	BUILDINGS-LIBERTY ST	75 3326	10,565.25	10,565.25	.00
902 FL224	902 FL103	BUILDINGS-LIBERTY ST	76 3326	2,603.98	2,603.98	.00
902 FL226	902 FL104	BUILDINGS-LIBERTY ST	76 3326	34,944.80	26,907.48	8,037.32
902 FL227	902 FL105	BUILDINGS-LIBERTY ST	77 3326	4,612.12	4,612.12	.00
902 FL230	902 FL126	BUILDING IMP-LIBERTY ST	77 3326	1,037.50	757.37	280.13
902 FL231	902 FL106	BUILDINGS-LIBERTY ST	77 3326	6,163.19	6,163.19	.00
902 FL233	902 FL107	BUILDINGS-LIBERTY ST	79 3326	46,681.14	46,681.14	.00
902 FL234	902 FL131	BUILDING IMP-LIBERTY ST	79 3326	46,686.14	42,147.18	4,538.96
902 FL235	902 FL109	BUILDING IMP-LIBERTY ST	79 3326	9,225.62	9,225.62	.00
902 FL251	902 FL134	BUILDING IMP-LIBERTY ST	80 3326	7,283.18	7,283.18	.00
902 FL278	902 FL111	BUILDINGS-LIBERTY ST	81 3326	12,933.31	12,933.31	.00
902 FL279	902 FL111	BUILDINGS-LIBERTY ST	81 3326	24,590.78	24,590.78	.00
902 FL280	902 FL139	BUILDINGS-LIBERTY ST	82 3326	34,228.82	34,228.82	.00
902 FL290	902 FL142	BUILDING IMP-LIBERTY ST	84 3326	4,700.00	4,700.00	.00
902 FL291	902 FL146	WATER SUPPLY PIPING-LIB. ST.	86 3326	8,495.80	8,495.80	.00
902 FL296	902 FL147	OVERHEAD DOOR-WAREHOUSE-LIB. ST.	87 3326	4,575.77	4,575.77	.00
902 FL297	902 FL147	CONCRETE FLOOR-P.A. AREA	88 3326	2,051.40	2,051.40	.00
902 FL299	902 FL113	BUILDINGS-LIBERTY ST	88 3326	9,280.00	9,280.00	.00
902 FL301	902 FL150	PLT. CONDL. FROJ.(STOCK, CUPOLA, SPRINKLERS, ETC)	89 3326	50,000.00	31,250.00	18,750.00
902 FL302	902 FL151	SHIPPING DOCK-LIB. ST	89 3326	96,960.70	96,960.70	.00
902 FL304	902 FL152	LOADING DOCK LEVELER-LIB. ST.	89 3326	30,530.29	30,530.29	.00
902 FL305	902 FL153	OVERHEAD DOOR-LIB. ST.	89 3326	6,402.54	6,402.54	.00
902 FL315	902 FL154	FLOOR REBAR-LIB. ST.	89 3326	1,771.00	1,771.00	.00
902 FL316	902 FL158	OVERHEAD DOOR-LIB. ST.	89 3326	1,850.00	1,850.00	.00
902 FL320	902 FL162	BUILDING FACADE-LIB. ST.	90 3326	1,724.70	1,724.70	.00
902 FL324	902 FL163	FLOOR REBAR-P.S.A.T.-LIB. ST.	90 3326	23,700.00	23,700.00	.00
902 FL327	902 FL165	APICAL CLEANING RM-LIB. ST.	90 3326	7,400.00	7,400.00	.00
902 FL328	902 FL166	BOILER REBAR-LIB. ST.	91 3326	148,774.78	126,458.56	22,316.22
902 FL329	902 FL167	FIRE SPRINKLERS-LIB. ST. WAREHOUSE	91 3326	12,707.65	10,801.51	1,906.14
902 FL334	902 FL169	FENCING-WAS TANK-1/5(F-12)	92 3326	2,875.00	2,113.95	573.05
		SPRINKLES-OFFICE AREA-LIB. ST.(91-17)	92 3326	8,720.72	5,668.47	3,052.25
		ROOF REPAIRMENT-1/5(F-14B)	92 3326	3,553.17	2,504.56	1,048.61
				16,500.00	10,725.00	5,775.00

LINE	KEY	ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	DATE	DEPT	ACC	YEAR	BK	ACQ	PRINT	ONLINE	MILLER	*****	BK	COST	*****	BK	ACQ	DEPR	(PAGE)	NET	BOOK
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
92	A148177		PLJ UPGRADE-12" EXT T <sup>o</sup> CALENDER(94-25)							33	95	33						55,617.66				1,218.58	52,399.08			
92	A148181		CATALYST PROCESS, COOR ELIMINATION, ET (94-59)							33	95	33						8,229.80				187.04	8,042.76			
92	A148192		PORT VACUUM CLEANER, #/ACCESS							33	95	33						4,625.82				105.13	4,520.69			
92	A148193		LOW-DENSITY DIGITAL COMPARATOR							33	95	33						6,315.00				143.52	6,171.48			
92	A148194		DIGITAL ANALYTICAL BALANCE - Q/C							33	95	33						1,873.53				42.58	1,830.95			
92	A148201		PREC SAMPLE CUTTER 1 DF 2							33	95	33						1,895.00				43.07	1,851.93			
92	A148202		PREC SAMPLE CUTTER 2 DF 2							33	95	33						1,896.00				43.09	1,852.91			
2										33	95	33						4,193,607.24				2,103,091.69	2,090,515.55			
92	FL350		COPIER-XEROX-L/S SHIPPING(90-21)							33	90	33						2,198.86				2,198.86				
92	FL351		FAX MAIL-L/S SHIP-AL#3520D(90-21)							33	90	33						1,457.93				1,457.93				
92	FL415		PRINTER:SER#6508							33	91	33						1,217.43				1,217.43				
92	FL425		FAX MAIL-ATRT-L/S S-HP(92-35)							33	92	33						1,564.00				1,564.00				
92	FL510		TERMINAL CONTROLLER-H30#5174-11R-MCC ST							33	92	33						7,522.63				5,641.97				
92	FL515		P.C.-EXT T.-486#2/56 W/ ACC(93-36)							33	93	33						2,824.04				2,118.03				
92	FL517		PRINTERS PRINTER #02#5040L W/INTERFACE(93-62)EXT 1.							33	93	33						4,043.32				3,032.58				
92	A040377		BARCODE PRINTER PSAT							33	94	33						5,171.00				1,072.29				
92	A040378		BARCODE PRINTER 51A-PES							33	94	33						4,995.00				1,040.63				
92	A073049		TENSILE LOAD/ELONG ANALYSIS SOFTWARE (94-24)							33	94	33						11,641.43				154.13				
92	A073542		PSAT PC ENVIRONMENT REPORTING							33	95	33						3,699.00				159.26				
92	A073547		PC L18 ST RRP							33	95	33						3,822.12				270.14				
92	A073548		PC L18 ST EXTRUDED TAPE							33	95	33						6,483.24				198.47				
92	A148196		PC-DATABASE MGMT Q/C-J18 ST							33	95	33						4,763.34				162.43				
92	A148200		PC - SEARCHES DEPT V/PRINTER							33	95	33						3,618.20				21,889.94				
2										33	95	33						64,821.34				3,134,586.22	2,379,504.15			
1										33	95	33						5,514,090.37				3,134,586.22	2,379,504.15			

LOG KEY ITEM NO	** * MILLER/UA, CUBLE PRII **	ACC1	** * BK COST	BK ACCH DEPR	(PAGE: NET BOOK VALUE
902 FL17E	JERHOUSE LIGHTING-LIB. ST. (92-7)	3374	1,567.50	1,018.88	548.62
902 FL17E	BERHEAD COOL-EXT. TAP:(92-19)	3374	1,960.00	1,274.00	686.00
902 FL5C1	LOG ADDITION EXT. T. POLLUTION ABATEMENT(1-37)	3374	125,000.00	28,125.00	96,875.00
902 A07E5-2	TRUDER 12 & 16 CONTINER ROOM (9-7)	3374	27,635.19	767.64	26,867.55
902 A07E5-2	A.P. COMPRESSOR PSAT	3374	25,519.73	196.00	25,323.73
902 A14E-0	-G BOILER DOWNSLOW-IB ST. HTD (9-3)	3374	20,370.91	169.76	20,201.15
902		3374	1,223,043.82	980,550.04	242,493.78
902 FLO2I	A.P. ROLL-SIN'ERING MACH	3334	3,000.00	3,000.00	.00
902 FLO2I	WEIGHT PRAING STATION-PSAT	3334	3,060.00	3,060.00	.00
902 FL2E1	PLAT POLYMER OVEN (87-2)	3334	104,060.00	104,060.00	.00
902 FL2E1	BLECK SKIVER(87-3-POLYMER)	3334	185,252.34	185,252.34	.00
902 FL2E1	LYERING OVEN(87-3-POLYMER)	3334	10,000.00	10,000.00	.00
902 FL2E1	BEAR & TABLE(87-3-POLYMER)	3334	5,000.00	5,000.00	.00
902 FL2E1	FARELL CALENDAR(87-3-POLYMER)	3334	30,900.00	30,900.00	.00
902 FL2E1	BLACK TESTER-PSAT (87-6)	3334	6,535.00	6,535.00	.00
902 FL2E1	EXTRIVING MANDRELS-LARGE BILLET(87-9)	3334	2,300.00	2,300.00	.00
902 FL2E1	COOLER-FARRELL CALENDAR(87-1)	3334	1,258.08	1,258.08	.00
902 FL2E1	BAGGING MACH.WE-DYBERT & STONE-F-AT 87-7	3334	8,901.00	8,901.00	.00
902 FL2E1	LEDO SCALE(MOD 8142)DIG'L CORVE. A.S. VIM(87-3)	3334	2,234.00	2,234.00	.00
902 FL2E1	FORME-PLATE EXTRUSION BARRELS-ET 73(87-2)	3334	7,446.26	7,004.50	441.76
902 FL2E1	FARELL CALENDAR REBUILD(87-31)	3334	1,364.47	1,283.52	80.95
902 FL2E1	FARELL ROL-S(FARRELL)(88-02)	3334	19,176.00	18,038.36	1,137.64
902 FL2E1	MANDREL-LARGE SKIVER(88-14)	3334	4,200.00	3,950.83	249.17
902 FL2E1	DRK LIFT-L13 ST. SHARES-YALE(88-24)	3334	16,557.80	15,481.42	976.38
902 FL2E1	SKIVER MODS. (88-52)	3334	9,233.55	8,685.76	547.79
902 FL2E1	SKIVER MODS. (88-54)	3334	12,547.86	11,803.45	744.41
902 FL2E1	LEDO SCALE(MOD. #2300)-SKIVING(88-25)	3334	1,886.22	1,774.32	111.90
902 FL2E1	RY CYLINDER-SKIVING ELLET NUMBER:88-68	3334	3,537.40	3,139.40	198.00
902 FL2E1	LETTER-CAMERON55"FACE EQUIP. 28-4	3334	3,000.00	2,584.72	415.28
902 FL2E1	LETTER-CAMERON55"FACE-MYSTIK PURCHASE	3334	60,000.00	51,694.33	8,305.67
902 FL2E1	PSAT COATING OVEN(88-57)	3334	60,000.00	51,694.33	8,305.67
902 FL2E1	PSAT COATING TOWER UPGRADE(88-58)	3334	171,570.24	147,734.00	23,836.24
902 FL2E1	PRAY BLEND MIXER & ENLIFIER(87-1)	3334	47,726.07	41,119.46	6,606.61
902 FL2E1	LEDO SCALE MOD. 2181-EXT TAPE 113 AREA(88-70)	3334	3,338.32	2,876.21	462.11
902 FL2E1	BER LABEL'G SYS(MOD 30 TERM. VE CLUR D)(88-43)	3334	3,350.00	2,886.26	463.74
902 FL2E1	PSAT LFL GAS DETECTOR(89-02)	3334	12,311.33	10,607.10	1,704.23
902 FL2E1	MT TAPE 16"RILL PREFORMER MOD(89-7)	3334	4,156.12	3,580.80	575.32
902 FL2E1	MT TAPE 12" DIE BARRIL(89-04)	3334	1,216.53	1,048.13	168.40
902 FL2E1	LITTER-CAMERON55"FACE UPGRADE(89-13)	3334	4,500.00	3,877.08	622.92
902 FL2E1	LITTER-CAMERON55"FACE UPGRADE(89-11)	3334	12,881.50	11,098.35	1,783.15
902 FL2E1	EXT. TAPE TOLEDO SCALE MOD#8142(89-13)	3334	2,535.00	2,184.08	350.92
902 FL2E1	PSAT TEST-PROG/DIG REL.THERMOPL 11-3-VOL(89-24)	3334	7,596.80	6,372.88	1,023.92
902 FL2E1	PSAT 40" COATER ROLLS(89-34)	3334	9,159.80	7,891.83	1,267.97
902 FL2E1	GENERATOR-FARRELL CALINDAR(89-33)	3334	1,584.34	1,365.02	219.32
902 FL2E1	FARRELL CALENDAR D.C. DRIVE CONTRA(LF)(89-42)	3334	1,830.50	1,577.11	253.39
902 FL2E1	EXT TAPE LOS ENISSOIS RECDVY(89-24)	3334	7,117.80	6,132.50	985.30
902 FL2E1	WARE SKIVING HAREL(89-46)	3334	12,303.12	10,600.03	1,703.09
902 FL2E1	IB ST G.C. TEMP/HUMIDITY(89-48)	3334	10,917.88	9,406.54	1,511.34
902 FL2E1	PSAT TONER #4 IN-LINE LAMINATOR(89-51)	3334			

AGE: NET BODC VALUE

AGE: BK ACEN E

BK COT

EL ACCT

PRINT: ONLINE

BK DESCRIPTION

YEAR

YEAR	EL ACCT	BK COT	AGE: BK ACEN E	AGE: NET BODC VALUE
92	3331	7,514.44	6,502.14	1,045.74
92	3331	1,335.41	2,911.17	447.81
92	3331	1,042.81	1,442.14	554.11
92	3331	3,863.04	2,233.33	4,551.92
92	3331	11,040.00	11,204.22	1,799.54
92	3331	15,040.00	15,501.34	2,491.71
92	3331	7,133.84	4,111.34	1,045.74
92	3331	1,410.32	1,410.32	1,410.32
92	3331	1,511.65	1,511.65	1,511.65
92	3331	12,068.59	1,324.23	2,722.51
92	3331	1,948.47	1,511.65	439.54
92	3331	25,116.24	25,501.34	8,548.44
92	3331	32,116.24	21,501.34	8,548.44
92	3331	5,026.81	1,045.74	1,173.97
92	3331	23,429.25	25,011.34	6,413.24
92	3331	2,636.27	1,045.74	547.92
92	3331	5,584.00	1,045.74	3,010.92
92	3331	2,458.00	1,045.74	747.22
92	3331	7,624.05	1,045.74	516.75
92	3331	5,619.94	1,045.74	2,171.01
92	3331	4,821.45	1,045.74	3,248.35
92	3331	17,516.93	1,045.74	5,913.44
92	3331	17,516.93	1,045.74	6,549.55
92	3331	17,516.93	1,045.74	5,748.79
92	3331	17,516.93	1,045.74	2,776.94
92	3331	5,233.27	1,045.74	1,621.15
92	3331	4,974.25	1,045.74	4,974.25
92	3331	62,714.75	362,621.80	329,771.59
92	3331	2,803.79	1,410.32	1,394.63
92	3331	2,117.50	1,121.22	1,015.48
92	3331	446,054.83	258,371.88	233,682.05
92	3331	2,451.70	3,445.19	4,028.40
92	3331	2,451.70	1,251.16	1,166.64
92	3331	4,711.17	3,651.19	7,165.28
92	3331	14,131.54	25,321.22	21,000.42
92	3331	15,181.00	15,451.00	16,659.30
92	3331	2,151.44	1,511.65	1,118.29
92	3331	0,176.60	5,411.55	4,236.55
92	3331	1,010.90	481.11	1,511.65
92	3331	6,128.11	8,721.22	8,047.19
92	3331	1,151.00	541.88	660.12
92	3331	3,162.00	1,511.65	1,758.17
92	3331	3,162.00	2,191.17	1,469.83
92	3331	3,162.00	1,351.55	1,751.55
92	3331	1,171.01	5,111.17	5,745.74
92	3331	4,128.26	1,161.65	2,163.73
92	3331	494.21	1,791.01	1,301.50
92	3331	22,189.26	16,551.83	15,124.43
92	3331	29,115.64	16,131.15	21,142.49
92	3331	4,101.60	1,191.92	3,166.52



LOC KEY	ITEM NO	BR DESCRIPTION	ACCT	BK COST	BK AMT	EPR	HEI BOOK VALUE
902	FL470	POLLUTION ABATEM NT-EXT TAPE(92-37)	3331	503,056.92	144.5	76	36,572.16
902	FL472	SCALE-METTLER S# 000-EXPL-PROOF PSAT MIX(93-02)	3331	3,165.82	20.39		2,275.43
902	FL474	LFL GAS DETECTOR PSAT TOWER #4(93-09)	3331	9,670.00	1,711.69		9,958.31
902	FL476	DENSIMETER-HI MOD#1201-EXT T.(93-12A)	3331	3,515.34	65.69		3,318.28
902	FL477	MANUAL RULING PRESS (12)IES(93-12)	3331	4,703.00	72.72		4,630.28
902	FL478	12" CALENDAR ROL-TEMP CONTROL(93-13)	3331	7,592.79	13.67		7,579.12
902	FL479	KINEMATIC THICKNESS GAUGE-EXT T.(93-16)	3331	11,821.64	12.84		11,808.80
902	FL482	ROLL CARTS-EXT 1 (93-28)	3331	1,149.00	12.76		1,136.24
902	FL483	CORONA ETCHER-11 LIT-COMPSAT OVER(93-29)	3331	21,040.11	593.72		20,446.39
902	FL484	PAGER-VIBRATING TRN ALARM(93-31)	3331	1,990.15	11.21		1,978.94
902	FL487	SPLITTER SPACERS-EXT - (93-34)	3331	1,458.69	511.24		947.45
902	FL488	HVAC-50 TON-EXT - (93-35)	3331	134,682.67	37,377.50		97,305.17
902	FL490	REWIND INSPECT ROLL PSAT(93-42)	3331	12,396.72	1,254.56		11,142.16
902	FL493	ROSS MIXER-RETI & LAT-EXT T.(93-47)	3331	2,625.00	382.03		2,242.97
902	FL494	FARREL CALENDAR COM-LOAD CELL SYS(93-50)	3331	6,650.09	378.34		6,271.75
902	FL495	FLECK SKIVER SPEED-ADJ ROLLS(93-53)	3331	4,098.51	122.68		3,975.83
902	FL496	SCALE-TOLDO BEE K, E-1000#-EXT T.(93-55)	3331	4,797.95	54.44		4,743.51
902	FL497	AUTO LATHE BLITZER-ZEVINHI-MOD E89/10-PSAT(93-56)	3331	41,391.13	1,544.26		39,846.87
902	FL498	LASER MICROMETER-NITROYO(93-58)EXT T.	3331	5,613.94	378.91		5,235.03
902	FL499	FARRELL CALENDAR PA-OFF(93-60)	3331	3,452.84	78.11		3,374.73
902	FL505	PILOT SOLVENT CONTIG-91-32)	3331	50,635.50	2,785.98		47,849.52
902	A040370	FLAT DIE LINE PRESS EXT TAPE	3331	25,553.16	1,457.7		24,095.46
902	A040373	ALUMINUM RULING TYPE A R SHAFI	3331	2,872.80	12.48		2,860.32
902	A040375	UPDATE POLYMER LINE PSAT	3331	19,542.08	222.68		19,319.40
902	A040379	ROLL STORAGE RACKS EXT TAPE	3331	4,438.43	15.33		4,423.10
902	A040380	80" LINE SCREW HOTIT PSAT	3331	2,516.70	56.9		2,459.80
902	A040381	FARRELL CALENDAR ROLLS PSAT	3331	24,837.37	1,224.43		23,612.94
902	A040382	MONORAIL TONSETOVER EXT TAPE	3331	3,372.81	18.2		3,354.61
902	A040385	ETCH BOILER UPGRADE PSAT	3331	12,870.00	12.51		12,857.49
902	A040387	CHART RECORDER 10 EXTRUDER	3331	4,524.24	14.1		4,510.14
902	A073035	FLAT DIE EXT TAPE (93-6)	3331	35,831.00	1,144.4		34,686.60
902	A073037	QC LAB HUMIDIFIER (94-43)	3331	5,368.32	15.6		5,352.72
902	A073038	FLAT DIE DIE EXT EXTRUDER (93-54)	3331	76,780.00	1,056.6		75,723.40
902	A073040	20" RUF SUTTER 93-73)	3331	33,561.00	1,225.5		32,335.50
902	A073044	MIX ROOM SIFTER 94-5)	3331	18,520.61	125.0		18,395.61
902	A073045	HEATED MIX TANK TO-BING (94-9)	3331	4,097.00	20.3		4,076.70
902	A073046	PSAT CORE EXT (94-10)	3331	15,158.44	115.8		15,042.64
902	A073050	SPARE HOT CALANAR ROLLS (94-26)	3331	39,183.00	2,284.4		36,898.60
902	A073052	LOW DENSITY THICKNESS GAUGE (94-34)	3331	24,819.17	1,510.2		23,308.97
902	A073062	O.C. SAMPLE CUTTERS (94-48)	3331	5,855.00	12.0		5,843.00
902	A073066	PROCESS CHANGE TO REDUCE OOR (94-54)	3331	3,788.95	28.0		3,760.95
902	A078550	CAN LINE STAKE WARTS	3331	2,542.21	28.5		2,513.71
902	A148170	12" E.T. CALENDAR UPGRADE (93-68)	3331	5,115.47	5.2		5,110.27
902	A148171	16" E.T. CALENDAR UPGRADE (93-68)	3331	10,974.52	284.4		10,690.12
902	A148172	16" EXT-LIFE DI COMVERSION UPGRADE	3331	4,663.66	6.9		4,656.76
902	A148173	12" EXT TP LINE DIE COMVERSION UPGRADE(93-76)	3331	99,763.19	2,287.3		97,475.89
902	A148174	EXTRUDER HEAD I.C. CONTROL(93-76)	3331	38,198.66	386.1		37,812.56
902	A148175	16" CALENDAR WETLINE UPGRADE(93-76)	3331	38,016.12	864.0		37,152.12
902	A148176	CONTROL ROOM-EXT TAPE LINES(93-76)	3331	8,858.94	21.3		8,837.64
902	A148176	CONTROL ROOM-EXT TAPE LINES(93-76)	3331	57,966.14	1,577.4		56,388.74

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L06 KEY I-EI MD

901	FL521	TRUCK & AUTO ADDS-1978-TRI-POINT	ACQ	YEAR	BK ACCT	BK COST	BK ADCH	NET BOOB VALUE
901	FL522	TRUCK & AUTO ADDS-1979-OMG	78	3356	15,144.00	15,144.00		4,411.7
901	FL523	TRUCK & AUTO ADDS-1981	79	3356	9,334.74	9,334.74		3,662.7
901	FL524	TRUCK & AUTO ADDS-1981-OMG	81	3356	4,234.70	4,234.70		3,504.2
901	FL527	LB-FORD TAURUS(1FABP5202JG199469)(88-28)SCHROEDER	88	3356	7,424.00	7,424.00		11,871.5
901	FL529	USED INTERNAT'L TRUCK(1HTLAKHGHAS9520)(90-27)	88	3356	12,824.49	12,824.49		33,537.3
901	FL530	51-FRD TRUS STAWAG(1FACP55UINA139369)(90-41)BRBOMH	91	3356	9,095.00	9,095.00		12,411.3
901	FL531	52-PONT GRND AK(1G2NE54N4WC220374)(92-12)DOOK	92	3356	13,196.24	13,196.24		13,258.5
901	FL533	53-BONNEVILLE(1G2HX53L9P1269298)(93-30)MERKEL	92	3356	13,272.36	13,272.36		13,122.3
901	FL538	53-TAURUS(1FACP209PA167891)(93-39)BRBOMH	93	3356	17,646.99	17,646.99		75,781.3
901	FL539	53-EXPLODER(1FR0U34XSP009040)(93-40)HOORAH	93	3356	14,651.73	14,651.73		
901	A073051	54-TAURUS(1FALP52V3RA174471)HANCHESTER(94-63)	94	3356	14,017.00	14,017.00		
901	A073053	54-MERCYLLOR(4M2DV11WXR0J29441)HOME(94-64)	94	3356	16,437.60	16,437.60		
901	A073061	54-TAURUS(1FALP57U6RA190110)RICHARD(94-65)	94	3356	18,744.66	18,744.66		
901	A073071	54-TAURUS(1FALP57U6RA190110)RICHARD(94-65)	94	3356	17,185.60	17,185.60		
901	A073071	54-TAURUS(1FALP57U6RA190110)RICHARD(94-65)	94	3356	18,358.15	18,358.15		
901	A073071	54-TAURUS(1FALP57U6RA190110)RICHARD(94-65)	94	3356	18,169.25	18,169.25		
901	FL054	54-PINTIAC SPORT(1GHD406LR1Z15879)K.BROOKH(94-67)	94	3356	265,080.27	265,080.27		
901	FL055	TOOLS & DIES ADDS-1973	73	3361	1,518.48	1,518.48		
901	FL056	TOOLS & DIES ADDS-1975	75	3361	3,213.00	3,213.00		
901	FL057	TOOLS & DIES ADDS-1976	76	3361	2,520.89	2,520.89		
901	FL058	TOOLS & DIES ADDS-1977	77	3361	6,940.99	6,940.99		
901	FL059	TOOLS & DIES ADDS-1982	82	3361	15,895.41	15,895.41		
901	FL059	TOOLS & DIES ADDS-1984	84	3361	27,253.88	27,253.88		
901	FL059	TOOLS & DIES ADDS-1984	84	3361	57,342.65	57,342.65		
901	ATX00151	RECONCILING FAMS ASSET CLASS/YR 01/61	61	7111	.00	.00		
901	ATX00152	RECONCILING FAMS ASSET CLASS/YR 05/73	73	7111	.00	.00		
901	ATX00153	RECONCILING FAMS ASSET CLASS/YR 04/75	75	7111	.00	.00		
901	ATX00154	RECONCILING FAMS ASSET CLASS/YR 05/81	81	7111	.00	.00		
901	ATX00155	RECONCILING FAMS ASSET CLASS/YR 05/85	85	7111	.00	.00		
901	ATX00156	RECONCILING FAMS ASSET CLASS/YR 05/86	86	7111	.00	.00		
901	ATX00157	RECONCILING FAMS ASSET CLASS/YR 05/87	87	7111	.00	.00		
901	ATX00158	RECONCILING FAMS ASSET CLASS/YR 05/88	88	7111	.00	.00		
901	ATX00159	RECONCILING FAMS ASSET CLASS/YR 01/88	88	7111	.00	.00		
901	ATX00160	RECONCILING FAMS ASSET CLASS/YR 05/89	89	7111	.00	.00		
901	ATX00161	RECONCILING FAMS ASSET CLASS/YR 05/89	89	7111	.00	.00		
901	ATX00162	RECONCILING FAMS ASSET CLASS/YR 01/88	88	7111	.00	.00		
901	ATX00163	RECONCILING FAMS ASSET CLASS/YR 05/90	90	7111	.00	.00		
901	ATX00164	RECONCILING FAMS ASSET CLASS/YR 05/91	91	7111	.00	.00		
901	ATX00165	RECONCILING FAMS ASSET CLASS/YR 05/92	92	7111	.00	.00		
901	ATX00166	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00167	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00168	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00169	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00170	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00171	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00172	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00173	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00174	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00175	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00176	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00177	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00178	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00179	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00180	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00181	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00182	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00183	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00184	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00185	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00186	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00187	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00188	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00189	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00190	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00191	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00192	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00193	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00194	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00195	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00196	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00197	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00198	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00199	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00200	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00201	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00202	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00203	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00204	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00205	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00206	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00207	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00208	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00209	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00210	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00211	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00212	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00213	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00214	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00215	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00216	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00217	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00218	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00219	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00220	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00221	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00222	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00223	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00224	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00225	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00226	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00227	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00228	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00229	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00230	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00231	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00232	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00233	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00234	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00235	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00236	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00237	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00238	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00239	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00240	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00241	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00242	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00243	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00244	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00245	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00246	RECONCILING FAMS ASSET CLASS/YR 05/93	93	7111	.00	.00		
901	ATX00247							

LOC	KEY	ITEM NO	BK DESCRIPTION	BK ACCT YEAR	BK COST	BK ACCH DEPR	(PAGE:)	NET BOOK VALUE
2	901	FLO64	LAND-MCCAFFREY ST.	68 3311	1,101.00	.00		1,101.00
	901	FLO65	LAND-MCCAFFREY ST.	79 3311	17,160.00	.00		17,160.00
	901	FLO66	LAND-MCCAFFREY ST.	80 3311	514.06	.00		514.06
	901	FLO63	LAND IMP-MCC. ST. PARKING	69 3316	18,775.06	.00		18,775.06
	901	FLO44	LAND IMP-MCC. ST. PARKING	77 3316	3,213.31	3,213.31		.00
	901	FLO45	LAND IMP-MCC. ST. PARKING	78 3316	5,892.00	5,892.00		.00
	901	FLO48	LAND IMP-MCC. ST. PARKING	80 3316	13,216.30	13,216.30		.00
	901	FLO47	LAND IMP-MCC. ST. PARKING	84 3316	3,500.00	3,500.00		.00
2	901	FLO51	LEASE IMP-ADVERTISING DEPT.	75 3321	8,690.00	8,690.00		.00
	901	FLO52	LEASE IMP-ADVERTISING DEPT.	76 3321	34,511.61	34,511.61		.00
	901	FLO53	LEASE IMP-ADVERTISING DEPT.	77 3321	374.50	374.50		.00
2	901	FLO114	BUILDING IMP-MCC. ST.	67 3326	2,589.71	2,589.71		.00
	901	FLO93	BUILDINGS-MCC. ST	68 3326	2,622.82	2,622.82		.00
	901	FLO116	BUILDING IMP-MCC. ST.	68 3326	5,587.03	5,587.03		.00
	901	FLO117	BUILDING IMP-MCC. ST.	67 3326	39,191.58	39,191.58		.00
	901	FLO94	BUILDINGS-MCC. ST	68 3326	484,692.50	484,692.50		.00
	901	FLO119	BUILDING IMP-MCC. ST.	70 3326	17,716.66	17,716.66		.00
	901	FLO121	BUILDING IMP-MCC. ST.	72 3326	43,830.05	43,830.05		.00
	901	FLO125	BUILDING IMP-MCC. ST.	74 3326	5,000.00	5,000.00		.00
	901	FLO129	BUILDING IMP-MCC. ST.	74 3326	12,444.62	12,444.62		.00
	901	FLO107	BUILDING IMP-MCC. ST.	77 3326	12,735.85	12,735.85		.00
	901	FLO130	BUILDINGS-MCC. ST	78 3326	742.00	742.00		.00
	901	FLO133	BUILDING IMP-MCC. ST.	79 3326	45,067.79	45,067.79		.00
	901	FLO135	BUILDING IMP-MCC. ST.	79 3326	434,114.04	434,114.04		.00
	901	FLO136	BUILDING IMP-MCC. ST.	80 3326	26,924.15	26,924.15		.00
	901	FLO137	BUILDING IMP-MCC. ST.	81 3326	1,957.66	1,957.66		.00
	901	FLO138	BUILDING IMP-MCC. ST.	82 3326	67,830.79	67,830.79		.00
	901	FLO140	BUILDING IMP-MCC. ST.	83 3326	39,548.08	39,548.08		.00
	901	FLO141	BUILDING IMP-MCC. ST.	84 3326	28,924.71	28,924.71		.00
	901	FLO143	BUILDING IMP-MCC. ST.	85 3326	38,015.27	38,015.27		.00
	901	FLO145	BUILDING IMP-MCC. ST.	86 3326	31,577.52	31,577.52		.00
	901	FLO155	TELEPHONE WIRING INSTALL.-MCC. ST.	87 3326	1,350.00	1,350.00		.00
	901	FLO156	"ALLIED SIGNAL" SIGN-FRONT ENTRANCE-MCC. ST.	87 3326	5,586.28	5,586.28		.00
	901	FLO157	REMOVAL CUSTOMER SERVICE AREA	88 3326	2,340.00	2,340.00		.00
	901	FLO161	WAREHOUSE FLOOR REHAB-MCC. ST.	89 3326	11,113.40	11,113.40		.00
	901	FLO164	AUTO DOOR CLOSURE-TOWER RM.	89 3326	3,500.00	3,500.00		.00
	901	FLO168	DOCK LEVELER-MCC. ST.	90 3326	3,328.00	3,328.00		.00
	901	FLO171	APICAL TOWER RM.-MCC. ST.	91 3326	163,000.00	138,550.00		24,450.00
	901	FLO176	SPRINKLERS-OFFICE AREA-MCC. ST.(91-17)	91 3326	3,000.00	2,550.00		450.00
	901	FLO177	WAREHOUSE LIGHTING-MCC. ST.-(91-38)	92 3326	3,850.00	2,502.50		1,347.50
	901	FLO178	AIR CONDITION FABRIC BREAK RM.(92-24)	92 3326	3,438.78	2,235.21		1,203.57
	901	FLO502	HEAT PUMP COMPRESSOR-MCC. ST.(92-25)	92 3326	2,600.00	1,690.00		910.00
	901	A040388	DOCK LEVELER-MCC. ST.(92-41)	92 3326	3,575.00	2,193.75		1,381.25
	901	A073048	SALES OFFICE REBUILD(93-07)	93 3326	4,694.07	3,051.14		1,642.93
	901	A078546	TOWER ROOM SKYLIGHT CUPOLA	94 3326	15,394.14	6,927.36		8,466.78
	901	A148187	ROOF REPLACEMENT (94-23)	94 3326	4,160.00	173.33		3,986.67
	901		MCCAFFREY ST PLANT SIDING	95 3326	15,181.69	421.71		14,759.98
	901		TWR ROOM WATER FILTRATION SYSTEM	95 3326	14,582.72	121.52		14,461.20
	901			95 3326	3,252.38	27.10		3,225.28
	901			95 3326	1,594,059.73	1,517,974.57		76,085.16

(09/26/95) EDC KEY ITEM NO \* \* \* \* \* BLDG. EQUIP. ADDS-1961  
 \* \* \* \* \* BK DESCRIP TOR \* \* \* \* \* YEAR BK ACCT BK COST BK ACCN DEPR (PAGE: 2) NET BOOK VALUE

EDC KEY ITEM NO	BK DESCRIP TOR	YEAR	BK ACCT	BK COST	BK ACCN DEPR	NET BOOK VALUE
901 FLO67	BLDG. EQUIP. ADDS-1961	65	3331	37,424.73	37,424.73	.00
901 FLO68	BLDG. EQUIP. ADDS-1964	66	3331	7,046.73	7,046.73	.00
901 FLO69	BLDG. EQUIP. ADDS-1966	67	3331	310.24	310.24	.00
901 FL179	LAB & TEST EQUIP. ADDS-1967	67	3331	3,138.98	3,138.98	.00
901 FLO01	MACH & EQUIP ADDS-1968	68	3331	126,109.66	126,109.66	.00
901 FLO73	BLDG. EQUIP. ADDS-1968	68	3331	263.21	263.21	.00
901 FL183	LAB & TEST EQUIP. ADDS-1968	68	3331	8,079.37	8,079.37	.00
901 FLO02	MACH & EQUIP ADDS-1968	69	3331	77,792.60	77,792.60	.00
901 FL188	LAB & TEST EQUIP. ADDS-1968	69	3331	2,130.93	2,130.93	.00
901 FLO08	MACH & EQUIP ADDS-1970	70	3331	102,003.33	102,003.33	.00
901 FL182	LAB & TEST EQUIP. ADDS-1970	70	3331	923.90	923.90	.00
901 FLO04	MACH & EQUIP ADDS-1971	71	3331	127,971.50	127,971.50	.00
901 FL185	LAB & TEST EQUIP. ADDS-1971	71	3331	4,761.95	4,761.95	.00
901 FLO05	MACH & EQUIP ADDS-1972	72	3331	29,877.19	29,877.19	.00
901 FL184	LAB & TEST EQUIP. ADDS-1972	72	3331	855.40	855.40	.00
901 FLO06	MACH & EQUIP ADDS-1975	73	3331	923,296.44	923,296.44	.00
901 FL185	LAB & TEST EQUIP. ADDS-1975	73	3331	12,679.06	12,679.06	.00
901 FLO07	MACH & EQUIP ADDS-1976	74	3331	164,662.86	164,662.86	.00
901 FL186	LAB & TEST EQUIP. ADDS-1976	74	3331	402.65	402.65	.00
901 FLO08	MACH & EQUIP ADDS-1976	75	3331	222,090.28	222,090.28	.00
901 FL187	LAB & TEST EQUIP. ADDS-1976	75	3331	621.08	621.08	.00
901 FLO09	MACH & EQUIP ADDS-1975	76	3331	238,371.55	238,371.55	.00
901 FL188	LAB & TEST EQUIP. ADDS-1975	76	3331	285.30	285.30	.00
901 FLO10	MACH & EQUIP ADDS-1972	77	3331	256,111.87	256,111.87	.00
901 FLO11	BLDG. EQUIP. ADDS-1972	77	3331	197.09	197.09	.00
901 FL189	LAB & TEST EQUIP. ADDS-1972	77	3331	4,214.48	4,214.48	.00
901 FLO12	MACH & EQUIP ADDS-1973	78	3331	425,054.85	425,054.85	.00
901 FL150	LAB & TEST EQUIP. ADDS-1979	79	3331	686,735.38	686,735.38	.00
901 FLO13	MACH & EQUIP ADDS-1979	79	3331	46,675.18	46,675.18	.00
901 FL151	LAB & TEST EQUIP. ADDS-1982	80	3331	305,832.95	305,832.95	.00
901 FLO14	MACH & EQUIP ADDS-1981	80	3331	28,023.64	28,023.64	.00
901 FL192	LAB & TEST EQUIP. ADDS-1983	81	3331	604,155.63	604,155.63	.00
901 FLO15	MACH & EQUIP ADDS-1982	81	3331	62,671.93	62,671.93	.00
901 FL193	LAB & TEST EQUIP. ADDS-1983	82	3331	270,753.37	270,753.37	.00
901 FLO16	MACH & EQUIP ADDS-1983	82	3331	5,358.20	5,358.20	.00
901 FL194	LAB & TEST EQUIP. ADDS-1983	83	3331	231,202.66	231,202.66	.00
901 FLO17	MACH & EQUIP ADDS-1984	83	3331	10,684.35	10,684.35	.00
901 FL195	LAB & TEST EQUIP. ADDS-1984	84	3331	167,808.03	167,808.03	.00
901 FLO18	MACH & EQUIP ADDS-1985	84	3331	42,991.96	42,991.96	.00
901 FL196	LAB & TEST EQUIP. ADDS-1985	85	3331	154,291.95	154,291.95	.00
901 FLO20	FABRIC TONER EXHAUST SYSTEM	85	3331	2,531.90	2,531.90	.00
901 FLO22	STATIC ELIMINATOR-FABRIC TONER	86	3331	8,000.00	8,000.00	.00
901 FLO24	WATER PURITY SYSTEM-FABRIC	86	3331	7,000.00	7,000.00	.00
901 FLO25	P.C.-ACCTG	86	3331	4,222.57	4,222.57	.00
901 FLO26	P.C.-ADM	86	3331	2,500.00	2,500.00	.00
901 FLO27	P.C.-Q.C.	86	3331	2,500.00	2,500.00	.00
901 FL206	LAB & TEST EQUIP. Q.C., HIGH-1986	87	3331	7.96	7.96	.00
901 FL206	FABRIC TONER SCRUBBE (87-1)	87	3331	82,410.64	82,410.64	.00
901 FL207	#1 BILLET PRESS(87-3-POLYMER)	87	3331	20,000.00	20,000.00	.00

(09/24/95) LOC KEY ITEM NO 3) KEY BOOK VALUE

LOC	KEY	ITEM NO	DESCRIPTION	YEAR	BK ACCT	BT COST	BK ACCK DEF	KEY BOOK VALUE
901	FL208		BILLET WRAPPER (7-10) (W/NER)	87	3331	2,000.00	2,000.00	.00
901	FL213		#10 EXTENDER REB L (87-5)	87	3331	35,330.00	35,330.00	.00
901	FL215		AIR COMPRESSOR-S (87-7)	87	3331	3,350.00	3,350.00	.00
901	FL218		EXHAUST HOOD LAM CL (ELT DEPT)(87-12)	87	3331	2,392.00	2,392.00	.00
901	FL219		FORK LIFT-ROLD/EL-EB-DN-WEBER&CLARK(87-13)	87	3331	12,877.00	12,877.00	.00
901	FL221		CHAM LIFT/HOIST REB DEPT(87-19)	87	3331	1,073.00	1,073.00	.00
901	FL222		#10 EXTENDER HEA 24H CONTROLS(87-24)	87	3331	9,345.00	9,345.00	.00
901	FL223		#1 FABRIC TOWER L E SYSTEM(87-26)	87	3331	2,496.00	2,496.00	.00
901	FL225		MIX ROOM EXHAUST S (87-41)	87	3331	2,363.00	2,363.00	.00
901	FL228		STORAGE RACKS HOLD (87-30)	88	3331	6,269.00	6,269.00	.00
901	FL229		NAT'L HANDLING CRTS-JLD/EXT(87-38)	88	3331	4,228.00	4,228.00	.00
901	FL232		#10 EXTENDER HOOD(87-25)	88	3331	1,119.00	1,119.00	.00
901	FL236		#10 EXTENDER BILLET OFF SAW(87-18)	88	3331	4,000.00	4,000.00	.00
901	FL237		AIR WASH-UP BRK C (87-20)	88	3331	39,200.00	39,200.00	.00
901	FL238		PAYOFF MOLL BRAC (87-21)	88	3331	1,506.00	1,506.00	.00
901	FL239		S.C.R.FABRIC TOWER REB REBUILD #3, #6(87-23)	88	3331	6,154.00	6,154.00	.00
901	FL242		ELECTRIC CLUTCHES-FABRIC TOWER #1(87-28)	88	3331	3,221.00	3,221.00	.00
901	FL243		ROD EXTENDER 18" (87-34)	88	3331	23,443.00	23,443.00	.00
901	FL244		PLAYERS ADAPTERS-EPINATES XEROX BELT-MAKER(88-03)	88	3331	9,821.00	9,821.00	.00
901	FL245		FABRIC TOWER REB (88-10)	88	3331	2,870.00	2,870.00	.00
901	FL246		FOLLOWING WAREHOUSE (88-13)	88	3331	5,035.00	5,035.00	.00
901	FL247		FABRIC TOWER #1 REB CONTROLS(88-16)	88	3331	4,271.00	4,271.00	.00
901	FL248		FABRIC TOWER #1 REB STATIONS(88-17)	88	3331	984.00	984.00	.00
901	FL249		TOLLDO CALLED (88-19)	88	3331	613.00	613.00	.00
901	FL252		TENSILE TESTER (88-22)	88	3331	10,635.00	10,635.00	.00
901	FL253		FABRIC FIXING EQUIP (88-35)	88	3331	22,338.00	22,338.00	.00
901	FL254		HEATER LAMP LARGE EXTENDER(88-36)	88	3331	6,212.00	6,212.00	.00
901	FL257		LAMP TROLCTOR	88	3331	4,812.00	4,812.00	.00
901	FL258		GLOSSNE ERHILITER (88-51)	88	3331	4,800.00	4,800.00	.00
901	FL259		NIM-COR ROLLS-FBR INSPECTION TABLES(88-53)	88	3331	3,190.00	3,190.00	.00
901	FL260		OVERHEAT HOIST-ROLD/EXT (88-66)	88	3331	4,836.00	4,836.00	.00
901	FL282		#15 ROD EXTERDEF FEED SYSTEM(87-32)	89	3331	935.00	935.00	.00
901	FL283		FABRIC COATING DIE (88-01)	89	3331	798,350.00	798,350.00	.00
901	FL284		ROD EXTENDER EXTENSIVE MEAT ZONES(88-09)	89	3331	5,252.00	5,252.00	.00
901	FL286		ROD EXT-RE:MOOS-31 (88-12)	89	3331	1,014.00	1,014.00	.00
901	FL287		FABRIC TOWER SCRAM SUPPLEMENTAL(88-21)	89	3331	28,107.00	28,107.00	.00
901	FL288		UPGRADE BILLET LAD F SAW(88-43)	89	3331	184.00	184.00	.00
901	FL289		FORC LIT-HOLD/G-VETER MOO. #355XL(88-46)	89	3331	1,914.00	1,914.00	.00
901	FL292		EXTRUDE= DIE TUE R SEMBLY-3/8"(88-63)	89	3331	4,563.00	4,563.00	.00
901	FL293		EXTRUDE= DIE TUE R SEMBLY-.305(88-64)	89	3331	12,460.00	12,460.00	.00
901	FL294		EXTRUDE= DIE TUE R SEMBLY-.335(88-64)	89	3331	12,550.00	12,550.00	.00
901	FL295		DIE TUBE-LARGE TUBE PRESS(88-65)	89	3331	21,960.00	21,960.00	.00
901	FL300		LARGE EXTRUDER TUBE RE-70)	89	3331	21,464.00	21,464.00	.00
901	FL303		FABRIC TOWER MODS (89-09)	89	3331	7,180.00	7,180.00	.00
901	FL307		#6 FABRIC TOWER BILLET UPGRADE(89-13)	89	3331	21,300.00	21,300.00	.00
901	FL308		BELT PRESS-48" (89-15)	89	3331	37,200.00	37,200.00	.00

(09/21)  
LOC

\*\*\* HILLENWIK ONLINE PRINT: BK ACC  
BK DESCRIPTION YEAR ACQ

(09/26/93)  
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LOC	DESCRIPTION	YEAR	ACC
901	BELT SEWING MACH-JUKI LUM521-2 NEEDLE(89-15)	89	333
901	BELT SMALL PRESS -UPGRADES(89-15)	89	333
901	BELT PRESS EXHAUST SYSTEM(89-15)	89	333
901	BELT FOLDING ASS.-XEROX SLINGS(89-15)	89	333
901	FABRIC TOWER GUARDS #S 1,2,3,5,7(89-19)	89	333
901	HOLD/EXT LG. 81LMEI OVEN #8(89-30)	89	333
901	FABRIC BOMB CART SCISSOR LIFTS(89-32)	89	333
901	FABRIC TOWER #1 ENCLOSURE(89-33)	89	333
901	FABRIC BOMB CART SCISSOR LIFT(89-43)	89	333
901	FABRIC BOMB CART SCISSOR LIFT(89-43)	89	333
901	STAINLESS STEEL PASHJHK-FABRIC(89-51)	89	333
901	BILLET TRANSFER LACKS-HOLDING(89-53)	89	333
901	UTILITY CART-BELT S(89-54)	89	333
901	ACCELERATED WEATHER TESTER-MCC ST OC(90-20)	90	333
901	DIELECTRIC TEST-HITRON'S-115V,50/60HZ,20AMP(S(20-29)	90	333
901	DENSIMETER-TMI MMD ED-1201(90-32)MCC ST	90	333
901	LAB FABRIC COATING TOWER(89-20)	90	333
901	1 3/8" DIE TUBE ASSBLY(88-44)	90	333
901	2 1/2" DIE TUBE ASSBLY(88-44)	90	333
901	4" DIE TUBE ASSBLY(88-44)	90	333
901	1 3/4" DIE TUBE ASSBLY(88-45)	90	333
901	2 3/4" DIE TUBE ASSBLY(88-45)	90	333
901	3 1/2" DIE TUBE ASSBLY(88-45)	90	333
901	#10 EXTRUDER MOES(88-65)	90	333
901	LIFT TABLE-HOLD/EXT(89-37)	90	333
901	PNEUMATIC EDGE SEALING PRESS-BELTS(89-44)	90	333
901	#7 TOWER ENCLOSURE-FABRIC(89-60)	90	333
901	10K-0-VAC-FABRIC TOWER #7(89-63)	90	333
901	16" CAM-LINE THICKNESS GAUGE-EXT T.(90-02)	90	333
901	FABRIC CREOSOTE WATER RINSE(90-05)	90	333
901	FOLDING JIG-XEROX BELTS(90-07)	90	333
901	SMALL PRESS EXHAUST MOOS-BELTS(90-19)	90	333
901	TRANSFER PUMP-0-SPERSON MIXES-FABRIC(90-31)	90	333
901	DOCK LEVELER-MOI ST SHIPPING(90-36)	90	333
901	#9 COATING TOWER (APICAL PROJECT)(90-20-A)	91	333
901	MAILING MACH.-PA-O-TECH(90-49)	91	333
901	DISPLAY-P/D COPY-UTER(91-04)	91	333
901	PRESSURE TRANSDUCER & READOUT-HOLD/EXT(91-06)	91	333
901	BALER-SCRAP PAP. R(91-13)	91	333
901	WEBER LABELING SYSTEM W/ACC-MCC ST(91-16)	91	333
901	STATIC BARS-FABRIC TOWERS(91-24)	91	333
901	DIGITAL BALANCE FLSH SCIENTIFIC(91-35)	91	333
901	D-ELECTRIC TEST. HIPTRNCS MOD#750-2/0149-02(91-10)	92	333
901	DENSIMETER-HOLD/EXT-TMI MOD ED-1201(91-43)	92	333
901	HOLDING PRESS - MOOS(89-41)	92	333
901	PROPANE TANK-MCC ST(91-27)	92	333
901	WEBER BAR-COOLING EQUIP(91-37)	92	333
901	#2 TOWER HEATER UPGRADE-FABRIC(91-39)	92	333
901	#2 FABRIC TOWER DRIVE MOTORS FOR TAKEUP(1-41)	92	333
901	60" CALENDAR-FABRIC(91-43)	92	333

(09/25/95)  
LOC KEY ITEM NO

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BK DESCRIPTION  
ONLINE PRINT:

BK ACCH DEPR  
(PAGE:  
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BK COST  
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901 F-446	#9 FABRIC TONER MOODS-WEB FLUTTER(92-2)	92	133	5,936.97	3,019.79	867.18
901 F-448	PNEUMATIC ACTION GRIPS-MCC ST CR(92-05)	92	133	2,183.02	1,116.11	406.91
901 F-454	HYDRAULIC PRESS CONTROLS-LG MOLD PRESS(92-18)	92	133	12,197.38	6,317.92	2,849.46
901 F-465	#6 TONER DC DRIVES(92-26)	92	133	2,026.86	1,054.85	972.91
901 F-460	MAIL, KACH, SHART W/ER SER#8-20934(92-31)HCC SHIP	92	133	4,720.36	2,456.63	2,63.73
901 F-463	COMPACTOR-31 CU. YD. SELF CONTAINED(92-36)-BFI	92	133	11,019.38	5,734.84	2,284.54
901 F-464	#9 TONER COATING HEAD-APICAL	92	133	103,820.00	54,031.35	7,788.65
901 F-467	HORIZONTAL EXTR UPGRADE(91-31)	93	133	10,152.78	2,835.47	2,97.31
901 F-469	WIRE WOUND METERING BARS #9 FABRIC TONER(92-15)	93	133	1,694.74	426.64	218.10
901 F-471	SPARE 60" CALENDAR ROLLS-FABRIC(93-01)	93	133	35,100.00	9,871.83	2,228.12
901 F-473	BAGGING MACH-PSAT PACKING(93-08)	93	133	20,089.56	5,680.19	1,439.37
901 F-475	BLOCHER SPEED CONTROLS-FABRIC TONER#8(93-10)	93	133	6,084.00	1,711.13	372.87
901 F-480	2-PEN TEMP RECDR-XEROX BELT LAMINATOR(93-23)	93	133	1,756.73	694.08	262.85
901 F-486	LAW-CAL EXHAUST SYSTEM(93-33)	93	133	7,010.20	1,971.62	1,038.58
901 F-489	#8 TONER LITERWEIGHT SHAFT-CARB GRAPH.(93-37)	93	133	11,915.39	3,351.20	564.19
901 F-491	#8 TONER EXHAUST SPEED CONTROLS(93-44)	93	133	4,450.00	1,251.57	198.43
901 F-492	BELT PRESS MOODS-LARGER THROAT(93-61)	93	133	2,199.00	626.47	580.53
901 F-500	LIFT-PRESTO PLATFORM-120" FABRIC(93-67)	93	133	2,283.39	642.20	541.79
901 F-501	SHIPPING SCALE MCCAFFREY ST	93	133	2,137.86	601.26	536.40
901 M40374	PRESS CHART RECORDER HOLDING	94	133	2,583.13	293.34	289.59
901 M40383	LUDOX COATING UPGRADE FABRIC	94	133	2,525.96	264.31	661.85
901 M40386	TONER EXHAUST IMP FABRIC	94	133	1,699.26	182.87	426.39
901 M40389	PRESTO LIFT HOLDING	94	133	3,390.00	385.23	804.77
901 M40390	EXTRUDER 4 SAFETY IMPROVEMENT(92-38)	94	133	1,525.00	173.30	351.70
901 M73034	BELT DEPT PROCESS IMPROVEMENT (93-77)	94	133	24,120.90	1,827.34	1,081.38
901 M73043	VISCOMETER FOR FABRIC MIX ROOM (94-46)	94	133	1,902.19	144.11	293.56
901 M73060	TMR 3 HOT AIR CONVERSION FABRIC (93-41)	94	133	1,775.73	134.53	541.20
901 M73063	SURFACE FINISH TESTER (94-49)	94	133	466,825.31	35,365.55	43,459.76
901 M75072	ARROW SLITTER MODIFICATIONS(93-04)	94	133	7,963.00	180.98	782.82
901 M118168	VACUUM TABLE, WEB CLEANER(93-049)	95	133	17,180.27	390.46	1,789.81
901 M18169	WAREHOUSE #2 PALLET JACK FABRIC	95	133	24,669.75	560.58	2,109.87
901 M75535	CHART RECORDERS FABRIC	95	133	11,028.47	250.55	1,777.82
901 M75537	MIR-CORE AIR SHAFTS FABRIC	95	133	8,410.12	191.84	318.98
901 M75539	ELBENDORF TEARING TESTER	95	133	6,992.08	158.21	633.77
901 M75540	HOLDED BILLET PALLETS/MOLDING	95	133	3,434.00	73.35	355.95
901 M75549	BELT GRINDER/SKIVER, M/VAC(94-44)	95	133	4,027.09	91.32	1,235.17
901 A 48178	DIEF. SCAN, CALORIMETER, W/PRESS, (94-70)	95	133	3,198.18	72.59	1,125.19
901 A 48182	Q/C DIGITAL BALANCE SCALE(94-70)	95	133	16,301.32	370.19	1,351.63
901 A 48183	MIR-COR 3" AIRSHAFT, 1 OF 2	95	133	2,280.25	53.32	228.43
901 A 48185	MIR-COR 3" AIRSHAFT, 2 OF 2	95	133	4,856.00	110.36	745.64
901 A 48186	POLYBAND EXPANDER ROLL TONER #2	95	133	4,855.00	110.34	744.66
901 A 48209	FURN. & FIX. ADDS-1968	95	133	2,731.00	62.37	568.93
901 = 072	FURN. & FIX. ADDS-1969	68	133	8,473,318.47	7,312,095.37	1,161,222.90
901 = 073	FURN. & FIX. ADDS-1970	69	133	6,468.30	6,483.30	.00
901 = 074	FURN. & FIX. ADDS-1971	70	133	3,300.50	3,300.50	.00
901 = 075	FURN. & FIX. ADDS-1972	71	133	2,543.24	2,543.24	.00
901 = 076	FURN. & FIX. ADDS-1973	72	133	62.00	62.00	.00
901 = 077	FURN. & FIX. ADDS-1973	73	133	32,669.70	32,669.70	.00
				49,099.67	49,099.67	.00

LOC	KEY	ITEM NO	BK	DESCRIPTION	MILLINNIUM	ONLINE	PRINT	BK	ACCT	BK	COST	BK	ACCM DEPR	(PAGE:	NET BOOK
009/26/95)								ACQ	YEAR						VALUE
901	FLO78			FURN. & FIX. ADDS-1974				74	3336		10,747.66		10,747.66		.00
901	FLO79			FURN. & FIX. ADDS-1975				75	3336		11,218.62		11,218.62		.00
901	FLO80			FURN. & FIX. ADDS-1976				76	3336		16,261.98		16,261.98		.00
901	FLO81			FURN. & FIX. ADDS-1977				77	3336		11,014.83		11,014.83		.00
901	FLO82			FURN. & FIX. ADDS-1978				78	3336		14,390.18		14,390.18		.00
901	FLO83			FURN. & FIX. ADDS-1979				79	3336		26,718.15		26,718.15		.00
901	FLO84			FURN. & FIX. ADDS-1980				80	3336		55,914.20		55,914.20		.00
901	FLO85			FURN. & FIX. ADDS-1981				81	3336		67,982.40		67,982.40		.00
901	FL199			FURN. & FIX. ADDS-1982				82	3336		17,535.30		17,535.30		.00
901	FL200			FURN. & FIX. ADDS-1983				83	3336		36,725.83		36,725.83		.00
901	FL201			FURN. & FIX. ADDS-1984				84	3336		10,476.06		10,476.06		.00
901	FL202			FURN. & FIX. ADDS-1985				85	3336		12,495.15		12,495.15		.00
901	FL268			MCC. ST. CONFERENCE RM. F & F(87-B)				88	3336		17,160.06		14,157.03		3,003.03
901	FL269			PORTABLE TRADE SHOW Booth(89-35)				89	3336		5,038.26		692.80		262.77
901	FL270			19" COLOR TELEVISION(88-19)				89	3336		320.00		200.00		1,889.35
901	FL271			VIDEO CASSETTE RECORDER(88-19)				89	3336		427.88		267.43		120.00
901	FL272			EXECUTIVE CHAIR-ACCTG(88-19)				89	3336		360.00		225.00		160.45
901	FL354			F & F-VARIOUS(80-12)				89	3336		1,807.78		1,129.86		677.92
901	FL411			FURNITURE-PERSON'L OFF. (TABLE, DESK & CHAIR)(91-02)				91	3336		7,012.11		3,681.35		3,330.76
901	FL428			MAJORITY TABLE & CHAIRS(92-03)EOLUDC				92	3336		2,881.48		1,224.66		1,656.85
901	FL504			WORKSTATION FOR RECEPTION AREA(93-05)				93	3336		2,703.89		608.38		1,811.83
901	A073056			FURNITURE & FIXTURES 191-40)				94	3336		1,624.67		135.39		2,095.51
901	FLO28			COMPUTING EQUIP. ADDS-1980				80	3341		428,639.66		412,006.91		16,632.75
901	FLO29			COMPUTING EQUIP. ADDS-1981				81	3341		11,303.15		11,303.15		.00
901	FL204			P.C.-SALES(87-16)				87	3341		24,690.99		24,690.99		.00
901	FL205			P.C.-ENG.(87-20)				87	3341		2,383.96		2,383.96		.00
901	FLO30			P.C.-O.C.				88	3341		10,786.60		10,786.60		.00
901	FLO31			P.C.-SALES				88	3341		5,687.03		5,687.03		.00
901	FLO32			P.C.-ACCTG				88	3341		2,848.50		2,848.50		.00
901	FLO33			XEROX IBM TERMINALS				88	3341		2,848.50		2,848.50		.00
901	FLO34			XEROX IBM TERMINAL				88	3341		2,494.30		2,494.30		.00
901	FLO35			PORTABLE P.C.-ENG.				88	3341		3,690.00		3,690.00		.00
901	FLO37			HIGH-SPEED PLOTTER #1				88	3341		140.56		140.56		.00
901	FLO38			HIGH-SPEED PLOTTER #2				88	3341		1,965.76		1,965.76		.00
901	FLO39			A.T.&T. TELEPHONE SYS'EL 75XC(88-29)				88	3341		6,000.00		6,000.00		.00
901	FL274			ENGINEERING COMPUTER W/JUTOCAD(88-41)				89	3341		78,472.51		78,472.51		.00
901	FL275			P.C. FOR ADMIN. POLYMER'E, VGA MONITOR *ACC(81-14)				89	3341		7,958.69		7,958.69		.00
901	FL276			P.C. FOR ACCTG. IBM PS/2 600, 50 W/ACC(89-61)				89	3341		6,807.34		6,807.34		.00
901	FL277			FAX MACH-CUSTOM SERV ATLET:MOO 9035FX(90-38)				89	3341		5,093.78		5,093.78		.00
901	FL344			FAX MACH MOD-AT&T(90-03)				90	3341		3,236.79		3,236.79		.00
901	FL345			P.C.-MCC ST OC -286/12.1MHZ, 1M, 1.44F, 101KB(90-34)				90	3341		2,745.62		2,745.62		.00
901	FL346			P.C.-SALES/ENG EX/15" VGA MON W/ACC(90-14)				90	3341		2,058.51		2,058.51		.00
901	FL347			PROD DEV COMP-386/33Mhz MON(90-17)				90	3341		2,040.00		2,040.00		.00
901	FL349			FAX MACH-ACCT-RT&T(35200 90-21)				90	3341		8,678.49		8,678.49		.00
901	FL352							90	3341		1,457.93		1,457.93		.00



(09/26/95)	LOC KEY ITEM NO	** * * BK DESCRIPTION	ACQ YEAR	BK ACCT	** * * BK DOST	BK ACCT DEPR	(PAGE: 7)	NET BIK VALJE
901 FL353		TERMINAL CONTROLLER-36PORT MOD#S174-01R(89-28)	90	3341	10,467.00	10,467.00		-00
901 FL412		X-P LASERJET PRINTER-SH/TCHBRD(91-07)	91	3341	2,175.55	2,175.55		-00
901 FL413		PRINTER SER#66507	91	3341	1,217.43	1,217.43		-00
901 FL414		LAPTOP-TANDY 2810 HD W/ACC(91-26)ZILLINUX	91	3341	1,217.43	1,217.43		-00
901 FL416		NOTEBOOK COMP-R-SANSUNG 80386SX W/ACC(91-44)HODNAH	91	3341	2,355.35	2,355.35		-00
901 FL417		NOTEBOOK COMP-R-SANSUNG 80386SX W/ACC(91-44)ELLIS	91	3341	1,407.00	1,407.00		-00
901 FL418		MESAS W/O SYS-KAIMI(91-29)	92	3341	16,323.79	16,323.79		-00
901 FL423		AT&T AODX VOICE MAIL SYS(91-30)	92	3341	16,025.15	16,025.15		-00
901 FL424		FAX MACH-AT&T-ADMIN(92-01)	92	3341	1,578.44	1,578.44		-00
901 FL426		LAPTOP-BELL NL25/ 2MB RAM, BOMB HD(92-19)HERKEL	92	3341	2,267.13	2,267.13		-00
901 FL427		P.C.-PROC DEV-486 DX 50 W/ACC(92-40)	92	3341	2,547.60	2,547.60		-00
901 FL507		H-P LASERJET PRINTER(93-03)SALES SECRETARY	93	3341	1,767.65	1,767.65		-00
901 FL509		TERMINALS-BULK PURCHASE-25-(93-11)	93	3341	10,565.26	7,924.69		2,640.57
901 FL509		TERMINAL CONTROLLER-MOD#S174-11R-MCC S"	93	3341	7,522.63	5,764.97		1,757.66
901 FL511		FILESERVER-DC DATABASE(93-19)	93	3341	4,945.90	3,707.93		1,237.97
901 FL512		P.C.-ACCTG(93-25)	93	3341	2,687.43	2,017.07		669.36
901 FL513		PRINTRONICS PRINTERMOD#6040L-BAR CODE(93-30)	93	3341	8,155.10	6,111.33		2,043.77
901 FL514		DUT MATRIX PRINTR-FUJITSU DL5800(93-27)	93	3341	2,357.95	1,047.30		1,310.65
901 FL516		NOTEBOOK-486 SLC 33MHZ W/ACC(93-46)HICKEY	94	3341	3,407.19	1,765.21		1,641.98
901 A040376		BAR COOLING EQUIPMENT EXT TAPE	94	3341	3,407.19	1,765.21		1,641.98
901 A073053		EMR MAIL POSTOFFICE (94-37)	94	3341	2,752.38	368.28		2,384.10
901 A073054		ENTERPRISE WIDE NETWORK EXPANSTION (94-78)	94	3341	30,556.02	4,184.34		25,371.68
901 A073055		AT & T SYSTEM 75 PCHIE UPGRADE (94-39)	94	3341	17,007.33	2,336.16		14,671.17
901 A073059		EMR EXPANSTION-2 (94-43)	94	3341	6,086.34	84.33		5,999.01
901 A073061		BAR COOLING EQUIPMENT (94-47)	94	3341	4,244.95	584.58		3,660.37
901 A073064		VISION 2000 ROLL OUT (94-50)	94	3341	4,181.76	584.80		3,596.96
901 A073065		TWO SALES COMPUTERS SYSTEMS (94-51)	94	3341	7,337.82	1,017.73		6,320.09
901 A078536		ENTERPRISE WIDE NETWORK	95	3341	79,005.00	3,229.79		75,775.21
901 A078541		CONNECT REMOTE SITES EMR	95	3341	20,505.67	55.33		19,950.34
901 A078544		EXPAND LAN SERVER	95	3341	2,764.60	15.74		2,748.86
901 A078551		SALES PC	95	3341	3,761.64	14.20		3,747.44
901 A078553		CUSTOMER SVC PC'S	95	3341	33,869.34	1,411.22		32,458.12
901 A078555		ACCTG PC'S PAYROLL	95	3341	6,595.94	27.75		6,568.19
901 A078556		COST ACCTG PC	95	3341	3,541.32	14.56		3,526.76
901 A148184		PC-Q/C LAB, FOR DSC-6(94-70)	95	3341	2,484.60	10.50		2,474.10
901 A148195		PC-ADMIN BACK-UP W/ACCESS	95	3341	3,503.52	14.98		3,488.54
901 A148197		PC-CORROLLER'S OFFICE ACCTG	95	3341	3,973.32	16.56		3,956.76
901 A148198		COLOR LASER PRINTER - ADMIN SEC	95	3341	6,783.43	28.64		6,754.79
901 A148199		PC & EQPT - MARKETING AREA	95	3341	3,768.55	15.69		3,752.86
901 A148203		PC & MISC EQPT A/P ACCTG	95	3341	2,655.52	11.98		2,643.54
901 A148204		PC & MISC EQPT - PURCHASING OPT	95	3341	3,463.55	14.32		3,449.23
901 A148205		PC MISC EQPT FABRIC MRP	95	3341	3,463.55	14.32		3,449.23
901 A148206		LAPTOP PC W/MOEN - GENL MGR	95	3341	3,127.52	331.06		2,796.46
901 A148207		PC & MISC EQPT - DATA PROC AREA	95	3341	3,458.16	14.09		3,444.07
901 A148208		PC & MISC EQPT - IS&S DEVELOPMENT	95	3341	3,458.16	14.09		3,444.07
901		TRUCK & AUTO ADDS-1976	76	3356	572,506.29	316.13		572,190.16
901 FL518		TRUCK & AUTO ADDS-1977-DMG	76	3356	16,665.72	16,665.72		-00
901 FL519		TRUCK & AUTO ADDS-1977-DMG	77	3356	6,891.54	6,891.54		-00
901 FL520		TRUCK & AUTO ADDS-1978	78	3356	21,784.50	21,784.50		-00

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LOC	KEY	ITER	NO	BK	DESCRIPTION	ACQ	YEAR	BK	ACCT	BK	COST	BK	ACCH	DEPR	(PAGE:	1)	NET	BOOK	VALUE
2	903	FLO60			LIND-LOHN ST.	67	3311				2,203.00			.00			2,203.00		
2	903	FLO60			LIND 1HP JOHN ST. PARKING	65	3316				2,203.00			.00			2,203.00		
2	903	FLO61			LIND 1HP JOHN ST. PARKING	67	3316				5,559.30			5,559.30					
2	903	FLO86			B ILVING- JOHN ST.	61	3326				685.44			685.44					
2	903	FL091			B ILVING- JOHN ST.	65	3326				6,244.74			6,244.74					
2	903	FL148			B ILV R-43. (FIREBIAK, PIPES, INSULATION)	88	3326				114,763.50			114,763.50					
2	903	A078543			AME COMP-ESOR YARR	95	3326				4,435.54			4,435.54					
2	903	FL019			AME COMP-ESOR-JS	86	3331				3,770.51			3,770.51					
2	903	FL265			R SS ONE- DATING RILL(88-07)	88	3331				8,370.14			8,370.14					
2	903	FL266			Y-FR 0N1 KDS(PAY/EL/TAK/PS/SP-M'RS/PUL'YS)(88-08)	88	3331				131,339.69			131,339.69					
2	903	FL267			Y-FR 0N1 HEATER REPLACEMENTS(88-31)	88	3331				15,000.00			15,000.00					
2	903	FL321			Y-FR 0N1 HEATER(88-36)	89	3331				9,278.00			9,278.00					
2	903	FL485			Y-FR 0N1 400S-AIR ILLON(93-32)	93	3331				4,919.30			4,919.30					
2	903	A073036			E ULT. UN- RAY (93-27)	94	3331				2,929.26			2,929.26					
1	903										1,766.37			1,766.37					
1	903										4,026.13			4,026.13					
1	903										1,609.21			1,609.21					
1	903										32,352.24			32,352.24					
1	903										177,810.69			177,810.69					
1	903										161,636.28			161,636.28					
1	903										177,810.69			177,810.69					
1	903										161,636.28			161,636.28					

RR1

LOC KEY	ITEH NO	*** BK DESCRIPTION	*** MILLENNUIUM ONLINE PRINT:	ACCT YEAR	BK COST	BK ACCK DEPR	(PAGE: 1)	NET BOOK VALUE
2	904 FL063	LAND-R.R.#1		65	1,101.00	.00		1,101.00
2	904 FL042	LAND IMP-R.R.#1 PARKING		69	1,101.00	.00		1,101.00
2	904 FL087	BUILDINGS-R.R.#1		65	3,152.69	3,152.69		.00
2	904 FL089	BUILDINGS-R.R.#1		65	19,500.00	19,500.00		.00
2	904 FL124	BUILDING IMP-R.R.#1		76	4,435.54	4,435.54		.00
2	904 FL173	OIL BURNER UPGRADE-R.R.#1(92-6)		92	15,466.65	15,466.65		.00
2	904 FL323	TOOL GRINDER-DO-ALL 6-612K(89-48)		89	1,205.00	783.25		421.75
2	904 FL330	BLADE GRINDER 300SK(89-49)		89	40,687.19	6,581.23		1,057.39
2	904 FL335	SUPER-LIFT-650R-MAINT(89-57)		89	7,638.62	231.40		37.18
2	904 FL339	UNIVERSAL GRINDING ATTACH(89-72)		89	2,268.58	960.66		154.34
2	904 FL384	PORTABLE PIPE-THREADER-MAINT(89-70)		90	2,761.01	2,378.81		382.20
2	904 FL394	TRUCK SANDER-MAINT(90-46)		90	2,500.00	1,936.04		563.96
2	904 FL399	PLASMA ARC CUTTER(90-43)		91	2,999.44	2,322.81		676.63
2	904 FL402	DRILL PRESS-MAINT(91-03)		91	2,300.00	1,528.16		771.84
2	904 FL444	BELT SANDER-MAINT(91-42)		92	1,450.00	963.41		486.59
2	904 FL452	LIFT TRUCK(USED)-MAINT(92-14)		92	3,066.32	1,595.81		1,470.51
2	904 FL481	PORTABLE AIR CLEANR-MAINT(93-24)		93	5,000.00	2,602.17		2,397.83
2	904 FL506	DIGITAL DATA REC-MAINT-TRACOR WESTRONICS(93-26)		93	2,929.50	823.92		2,105.58
2	904 FL363	DESK-TOP XEROX COPIER-MAINT(90-33)		93	3,821.29	1,719.58		2,101.71
2	904 A148190	AUTOCAD SYSTEM, PC, MONITOR, ETC.		93	35,849.76	23,644.00		12,205.76
2	904 A148191	LASER 4V PRINTER, RRI AUTOCAD SYS		93	1,791.18	1,791.18		.00
2	904 FL525	MAINT. CHEVY PICKUP-USED(87-36)		88	4,895.92	204.00		4,691.92
2	904 FL526	MAINT. CHEVY VAN-1985-USED(87-36)		88	2,030.40	84.60		1,945.80
2	904 FL528	USED ENGINE FOR '85 CHEVY VAN(89-59)		89	8,717.50	2,079.78		6,637.72
2	904 FL531	USED DUMP TRK-1988CHEVY(1GBJAV34H50JJ1C5072)(91-74)		91	.00	.00		.00
2	904			88	6,105.67	6,105.67		.00
2	904			89	5,019.71	5,019.71		.00
2	904			91	6,877.75	6,877.75		.00
2	904			91	18,003.13	18,003.13		.80
2	904			91	107,431.27	87,065.04		20,366.23
2	904			91	107,431.27	87,065.04		20,366.23

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LOC	KEY	ITEM	HD	BK	DESCRIPTION	BK	ACCT	YEAR	BK	ACCT	BK	ACCM	DEPR	(GRACE)	NET	BOOK	VALUE
2	905	FLO62		LAND-R.R.#2		3311	53	53	4,000.00						4,000.00		
	905	FLO88		BUILDINGS-R.R.#2		3311	53	53	4,000.00						4,000.00		
	905	FLO90		BUILDINGS-R.R.#2		3326	55	55	114,324.30								
	905	FLO92		BUILDINGS-R.R.#2		3326	55	55	30,128.31								
	905	FL123		BUILDING IMP-R.R.#2		3326	66	66	33.87								
	905	FL127		BUILDING IMP-R.R.#2		3326	75	75	185,920.64								
	905	FL128		BUILDING IMP-R.R.#2		3326	77	77	28,029.83								
	905	FL132		BUILDING IMP-R.R.#2		3326	78	78	608.00								
	905	FL112		BUILDINGS-R.R.#2		3326	79	79	14,853.39								
	905	FL149		ROOF REPLAC	R.R.#2	3326	82	82	167,899.18								
	905	FL174		OIL BURNER	IE-R.R.#2(92-6)	3326	88	88	26,169.00								
	905	A040384		RRD2 BLDG HC	IEK PROJECT	3326	92	92	1,205.00								
	905	A078538		PSAT ETCH HV	JDR DESIGN	3326	94	94	29,036.80								
	905	A078554		INSTALL 2000LI	AS TANK PSAT	3326	95	95	12,715.66								
	905	A148179		VENT AND FIRE	STEPS-ETC ROOM(94-45)	3326	95	95	4,750.00								
2	905	FL262		ETCHING-PH NEUTRALIZATION/DISCHARGE	(87-15)	3326	58	58	628,058.78								
	905	FL263		ETCHER ROLLS-6" KNURLED	(88-11)	3331	58	58	15,569.42								
	905	FL264		ETCHER HEATERS	(88-59)	3331	58	58	2,888.43								
	905	FL315		ETCHER MIDS-P.H. NEUTRALIZATION	(89-21)	3331	58	58	2,718.60								
	905	FL382		SANDPIPER PUMP-NAPHTHALENE REMOVAL-ETCHING	(89-64)	3331	59	59	6,525.08								
	905	FL388		ETCHING CHARCOAL FILTRATION SYSTEM	(90-08)	3331	59	59	8,500.74								
	905	FL391		ETCHING CHARCOAL FILTER SYS. #2	(90-28)	3331	59	59	4,891.43								
	905	FL465		ETCHING EFFLUENT OUTFALL	(90-47)	3331	59	59	3,187.04								
	905	A073041		CYTEK TAB PRESS	(93-74)	3331	59	59	6,788.92								
	905	A073047		GAS LINE VAPORIZER	(94-20)	3331	59	59	46,807.57								
	905	A073051		HEAT EXCHANGER ETCH RRZ	(94-27)	3331	59	59	5,189.85								
	905	A073057		ASSEMBLY TABLES CUSFAB	(94-41)	3331	59	59	20,240.66								
	905	A073058		PLATENS DOOR PRESS CUSFAB	(94-42)	3331	59	59	6,463.80								
	905	A148189		CUTTING TABLE, W/2-EDGE	(95-16)	3331	59	59	1,806.00								
2	905	A148188		ANT. COVER TEMPLATES	(6), (95-13)	3331	95	95	133,373.54								
2	905					3361	95	95	6,605.00								
1	905					3361	95	95	6,605.00								
									772,037.32						594,588.69		177,448.63
									772,037.32						594,588.69		177,448.63

**Appendix II to Schedule 4.5(a)**  
**LaCrosse Microwave Machinery and Equipment**

<b>Microwave Equipment Asset List (July 1995)</b>	<u>Location</u>
1) American Hydrotherm Thermal Liquid Heater Model #450-3D-80 Coil Design: 300 PSI 850 degrees Operating Temperature: 650 degrees Design Output: 4,500,000 BTU/hr. Maximum Fuel: 6,000 CFH Natural Gas @ 15 PSI Heating Fluid: Syltherm 800 (962 gal capacity)	Boiler Area
2) Expansion Tank - American Hydrotherm 650 gallons	Elevated Outside
3) Plate and Frame Heat Exchanger (1994) Built by American Hydrotherm 327 Sq. Ft. Trantor "Superchanger" Goulds - 3x4x8 Circulating Pump - 400 GPM 10 HP 480V 3ph 1800 rpm Motor Amtrol AX-60 Expansion Tank and associated controls	Warehouse
4) 10 Opening Hydraulic Laminating Press with 2 30" Rams with 42" by 72" Platens	Press Area
5) Hydraulic System Vickers Fixed Displacement Vane Pump Vickers Variable Piston Pump 20 HP Lincoln 480V 3ph 1800 rpm Motor 400 gallon Hydraulic Reservoir Air to Oil Heat Exchanger 580 BTU/hr All associated valves and controls	Press Pit
6) Press Control Panel by Control Assemblies Co. Allen Bradley PLC-2 Controller Leeds & Northrup Model 063206 Chart Recorder Automation Systems IPT 100 - Operator Interface 2 Barber Coleman 560 Digital Controllers	Press Area

11/2/95  
Doc. #33629 v5

	<u>Location</u>
7) Stainless Steel Press Plates 38" X 53" - 247 Plates (74-25% used, 82-50% used, 91-80% used) 38" X 66" - 76 Plates 38" X 72" - 59 Plates	Press/ Breakdown
8) Stainless Steel Wool Pads 40" X 55" - 6 (80% used) in-house, 6 on order 40" X 67" - 3 (10% used) 40" X 72" - 3 (20% used)	Press
9) Carrier Trays 47" X 72" - 11 (Refinished 2/95) 47" X 72" - 12 (Need to be Refinished)	Press
10) Primary Loop Heating Pump: <u>Dean Pump Division</u> Size: 3x4x11.5 Model: R-434 1750 rpm 750 degrees F Motor: <u>US Electrical 25 HP</u> Model: B522 Frame 284T 230/460 V 3 ph	Boiler Room
11) Secondary Loop Heating Pump: <u>Dean Pump Division</u> Size: 3x4x13.5 Model R-434 700 GPM 1750 rpm 750 degrees F Motor: <u>US Electrical 40 HP</u> Model A865 Frame 342T TE 230/460 V 3ph	Boiler Room
12) Shell & Tube Heat Exchanger KAM Thermal Equipment Co. S/N 7232 Built 11/87 Shell 250 PSI @ 750 degrees F Tubes 150 PSI @ 500 degrees F	Boiler Room

11/2/95  
Doc. #33629 v5

	<u>Location</u>
13) Press Load/Unload System (10 Openings) Built by Accudyne Engineering 2- 10 Opening Cassettes and Loader Assembly Breakdown Conveyors	Press Area
14) Spare Parts for the Press Dean Pump for Loop Heating Spare Gaskets for Heat Exchangers One spare seal and gaskets for Dean Pumps 55 gallon drum for Syltherm 800 Oil One half set of insulation boards for the Press	Maintenance Maintenance Maintenance Warehouse M'wave Storage
15) Layup Room Conveyor System Built by Accudyne Engineering	Layup
16) Autoquip Scissors Lift 6,000 lbs. lift capacity asset #643	Layup
17) Rosenthal 60" Copper Cutter Model WA-S-5-HVAA Serial #6912	Copper Cutting Room
18) Autoquip Scissors Lift Model 36C3E60 74" X 44" Platform with Rollers	Copper Cutting Room
19) Contrex Model B1812 J.B. Crane	Copper Cutting Room
20) 3 Air Deionizers	Cutting/Ply-up Room
21) Texas Instruments Computer	Raw Material Storage
22) 1 Gardner-Denver Air Operated Chain Hoist Model 75150AD5	Raw Material Storage
23) Crown Manually Propelled Straddle Lift Model 15BT110 S/N 39279 Attachment for lifting 12" Diameter Rolls with 3" ID Cores Capacity 200 lbs. Rolls	Raw Material Storage

11/2/95  
Doc. #33629 v5

	<u>Location</u>
24) Wysong 52" Shear Model #1452 14 ga. capacity - 85 strokes/minute Front Gauge - rear conveyor	Paneling Area
25) Edwards 72" Shear Model 2.5/200 DD 14 ga. capacity	Paneling Area
26) Wysong 54" Shear Model 1252 Front gauge - shaker bed return 47"x44" Platform with Rollers	Paneling Area
27) American Mfg. Scissors Lift Triple Escalating - 40"x55" Platform with Rollers	Breakdown Area
28) L-Sealer - Polybagger 40"x60" Wrap-O-Matic Model LHM 40X 60 S/N 55870	Paneling Area
29) Meyer Hydraulics Cherry Picker 1,000 lbs capacity	Raw Material Storage
30) Capacitance Meter for GE Medical	Engineering
31) HP 8729B Network Analyzer with Fixtures	Test Lab
32) Roller Storage Racks 3 sections of 4'x5' 6 opening racks 3 sections of 4'x5' 3 opening racks 1 section of 52"x 80" 6 opening rack 1 section of 45"x76" 7 opening rack 1 section of 45"x76" 7 opening rack 1 section of 45"x76" 10 opening rack	Paneling Paneling Near Breakdown Copper Room Lay-up Room Raw Material Storage
33) 2 "A" Frame Mandrel Storage Carts/Racks 2 Carrier Tray Carts 1 Rod Type Rack for Rolled Material	Breakdown Raw Material Storage
34) 14 Push Carts for Material Movement	Paneling/Cutting

11/2/95  
Doc. #33629 v5



	<u>Location</u>
35) Flat Shelving 12 - 4'x12' Shelves with Uprights	Raw Material Storage
5 - 4'x 9' Shelves with Uprights	Raw Material Storage
6 - 4'x 12' Shelves with Uprights	Microwave Warehouse
36) Sure Shot Sprayer for Freccote Spraying	Breakdown
37) Fabric Cutting Tables - 2 (One with fabric unwind capability)	Plyup Room
38) 2 - 8 Opening Plyup Storage Carts	Plyup Room

11/2/95  
Doc. #33629 v5

**Schedule 4.5(b)**  
**Exceptions to Sufficiency of Assets**

The quality control laboratory equipment identified as an excluded asset in Schedule 1.3(h) is required to test microwave laminates products for conformity with Mil-S-13949II.

10/26/95  
Doc. #33629 v5

**Schedule 4.6(a)**  
**Intellectual Property Exclusively Used in the Business**

**Patents and Patent Applications:**

<u>FILE NUMBER</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>
30-3320	USA	5,322,727	6/21/94		
	USA				08/248,995
	CANADA	2,146,441	10/21/93		
	EUROPE	93924392.9	10/21/93		
	JAPAN	510386/94	10/21/93		
30-3396	USA	5,368,924	11/29/94		
					08/208,252
30-3477	USA	5,385,765	1/31/95		
	CANADA	2,146,440	10/13/93		
	EUROPE	93923390.4	10/13/93		
30-3548	USA	5,360,379	11/1/94		
	USA	5,451,189	9/19/95		
	ARGENTINA			329,682	10/5/94
	CHILE			1553-94	10/24/94
	MEXICO			94-7494	9/29/94
	PCT			US94/10157	9/13/94
30-3777	USA			08/468,169	6/6/95

**Intellectual Property Agreements:**

1. Dow Corning - January 21, 1994
2. Acton Technologies - May 10, 1994
3. EMI Communications - October 4, 1994

10/26/95  
Doc. #33629 v5

Schedule 4.6(a) (Continued)

**Registered Trademarks:**

**Mark: FLUORGLAS**

Australia	207254	Italy	335888
Australia	298019	Italy	484664
Australia	298020	Japan	806154
Benelux	339959	Japan	1499803
Canada	154816	Japan	1707587
France	1353881	Spain	822199
France	1390358	Spain	540403
Great Britain	1062300	Switzerland	287146
Great Britain	1062301	Venezuela	96999
Great Britain	1331336	United States	1042721
Ireland	90738		
Ireland	90739		
Ireland	90740		

**Mark: MANS HANDS**

United States 1105855

**Mark: SEAL PAK**

Benelux	347007	Italy	484663
Canada	174912	Sweden	123357
France	1388155	United States	1110028
Germany	878095		

**Mark: MYSTIK**

United States 729929

**Common Law Trademarks (not registered):**

Cytek  
Duraseal  
Durabrite

10/26/95  
Doc. #33629 v5

**Schedule 4.6(b)**  
**Intellectual Property Not Exclusively Used in Business**

NONE

10/26/95  
Doc. #33629 v5

**Schedule 4.6(c)**  
**Intellectual Property Claims**

NONE

10/26/95  
Doc. #33629 v5

**Schedule 4.7**  
**Contracts**

**PART (1) - LIST OF CONTRACTS**

- (a) Payment obligations of \$25,000 or more:
- See list attached as Appendix I.
  - See list of Purchase Order Commitments attached as Appendix II.
- (b) Unexpired Term in excess of six (6) months:
- See list attached as Appendix I.
- (c) Extensions of credit in excess of \$25,000:
- See list of domestic sales commitments in attached Appendix III.
  - See list of foreign sales commitments in attached Appendix III.
- (d) Borrowing Agreements:
- NONE.
- (e) Agreements outside of ordinary course of Business
- NONE.
- (f) Other Material Agreements
- NONE.
- (g) Miscellaneous Agreement
- Joint Development Agreement with The Perkin Elmer Corporation Metco Division dated March 11, 1991.
  - Retention Bonus Arrangements identified in Schedule 6.1(d).

10/26/95  
Doc. #33629 v5

**Schedule 4.7**  
**Contracts (Continued)**

- Sales Representative Agreements
  - C.J. Garvey & Co. (2/1/91)
  - Corbett Smith Company (6/22/87)
  - James Palmer & Associates Inc. (5/1/87)
  - Eastern Electronic Sales/Ray Bishop (9/17/93)

**PART 2 - EXCEPTIONS**

NONE.

10/26/95  
Doc. #33629 v5



## APPENDIX I TO SCHEDULE 4.7 - CONTRACTS

\*Denotes consent required for assignment.

<u>Lease Agreements</u>	<u>Term</u>	<u>Equipment</u>
*1. Tab Products (3/20/95)	Expires 3/98	Burster
2. Computer Sales International (3/7/95)	Expires 3/96	Printers
3. Scovill Fastener Inc.	Renewed annually	DOT Fastener
<u>Maintenance Agreements</u>	<u>Term</u>	<u>Equipment</u>
1. Eastern Heating & Cooling Inc.	Expires 11/98	Heating System
*2. AT&T	Expires 8/99	Telephone Equipment
<u>Consignment Agreements</u>	<u>Term</u>	<u>Material</u>
*1. E.I. DuPont (6/14/94)	Renewed annually	Misc. PTFE grades
*2. Daikin America (8/1/94)	Renewed annually	PTFE
3. E.I. DuPont (9/18/91)	Renewed annually	Teflon™ 200C, 200C20
4. BGF Industries (6/9/93)	Renewed annually	Glass fibers
5. A.J. Oster Foils (8/5/92)	Renewed annually	Aluminum foil
6. Furon (12/27/91)	Renewed annually	UHMW foil
7. Industrial Coating Group (5/12/94)	Renewed annually	Release papers
8. ICI Americas Inc. (9/5/95)	Renewed annually	PTFE
9. Hoechst Celanese (12/12/91)	Renewed annually	PTFE
10. Titeflex	Renewed annually	Fabric/Foil
11. Parlex	Renewed annually	Film/PSAT
12. Airtech Europ	Renewed annually	Fabric/PSAT

Seller also has consignment arrangements with GE Silicones for adhesives, Bedford Weaving for glass fabric and MFP for PTFE (Repro) under which the suppliers have consignment stock at Seller's facilities. These arrangements are all terminable upon less than six (6) month's notice.

11/2/95  
Doc. #33629 v5

<u>Supplier Agreements</u>	<u>Term</u>	<u>Equipment</u>
1. Eastern Heating & Cooling Inc.	Expires 11/98	Heating System
2. BGF	Expires 12/31/96	Fiberglass
*3. G.E. Silicones	Expires 12/31/96	Adhesives
*4. Air Page	Expires 10/1/98	Air Pagers

The Business utilizes various services provided under master agreements covering numerous AlliedSignal locations. These agreements are not being assigned to Purchaser hereunder.

<u>Secrecy Agreements</u>	<u>Date</u>
1. Formulab Inc.	June 8, 1995
2. Ashe Controls	May 4, 1995
3. Wolverine (Massachusetts) Corp.	March 31, 1995
4. Team Tech Machines	March 31, 1995
5. Fairview Machine	March 31, 1995
6. B.F. Perkins	April 28, 1992
7. Akron Tool & Die	December 8, 1993
8. Acton Technologies Inc.	May 10, 1994
9. Lawrence Technology	August 18, 1993
10. Data Page	October 9, 1992
11. Tesa Tuck	December 10, 1990
12. Allied-Apical	January 7, 1992
13. DuPont	January 21, 1992
14. Dow Corning	July 2, 1990
15. Daikin America	October 8, 1993

10/26/95  
Doc. #33629 v5

**APPENDIX II TO SCHEDULE 4.7 CONTRACTS**

**Purchase Order**

The attached lists each purchase order outstanding as of the date of the attached in an amount exceeding \$25,000 as of the date set forth in the attached list.

10/26/95  
Doc. #33629 v5



PY5004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 2

VENDOR# PART NUMBER P.O.# ITEM# U/M TOTAL GRD EXT BAL  
 REQUESTOR DESCRIPTION ACCT. NO. RELEASES SCH DOL DUE DATE QTY REC'D DTE REC'D DIAL DUE

VENDOR#	PART NUMBER	P.O.#	ITEM#	U/M	TOTAL GRD	EXT BAL	RELEASES	SCH DOL	DUE DATE	QTY REC'D	DTE REC'D	DIAL DUE
	-MC-LOW				2550.00	11-03-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	11-10-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	11-17-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	12-01-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	12-08-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	12-15-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	12-22-95	0	0	0-00-00	0	0-00-00	3000
	-MC-LOW				2550.00	12-29-95	0	0	0-00-00	0	0-00-00	3000
7034	2115/44	3462	1	LY	24000	30000.00	1.2500					
BEDFORD WEAVING MILL	2116 GLASS 44"				3750.00	11-10-95	3000	3750.00	11-10-95	27	0-19-95	3000
JAMES HYDE	19330				3750.00	11-17-95	3000	3750.00	11-17-95	0	0-00-00	3000
-MC-LOW					3750.00	12-01-95	3000	3750.00	12-01-95	0	0-00-00	3000
-MC-LOW					3750.00	12-08-95	3000	3750.00	12-08-95	0	0-00-00	3000
-MC-LOW					3750.00	12-15-95	3000	3750.00	12-15-95	0	0-00-00	3000
-MC-LOW					3750.00	12-22-95	3000	3750.00	12-22-95	0	0-00-00	3000
-MC-LOW					3750.00	12-29-95	3000	3750.00	12-29-95	0	0-00-00	3000
7034	1165/38- ROM	3494	1	LY	15000	25950.00	1.7100					
BEDFORD WEAVING MILL	1165 RUN OF MILL 38"				6650.00	12-01-95	5000	6650.00	12-01-95	2595	10-23-95	1415
JAMES HYDE	19330				8650.00	12-15-95	5000	8650.00	12-15-95	0	0-00-00	5000
-MC-LOW					8650.00	12-29-95	5000	8650.00	12-29-95	0	0-00-00	5000
6450	1060/41- ROM	3172	1	LY	27000	28890.00						



PHS004 SPECIAL OPEN PURCHASE ORDER REPORT

VENDOR#	PART NUMBER	ITEM#	U/M	TOTAL QTY	EXT	QTY REC'D	DATE REC'D	BAL	DUE
VENDOR NAME	DESCRIPTION	P.O.#	UNIT COST	STO COST	SCH DOL	QTY REC'D	DATE REC'D	BAL	DUE
REQUESTOR	ACCT. NO.	RELEASES	RELEASES	RELEASES	DATE	DATE	DATE	DATE	DATE
6450	116/38	1	LY	2,410	53030.00	0	0-00-00	2600	2600
PGF INDUSTRIES, INC.	116 GLASS 38"	3432	1	2,410	4820.00	1991	10-19-95	2600	2600
JAMES HYDE	18330			2000	4820.00	0	0-00-00	2600	2600
6450	1080/41	1	LY	1,070	32461.66	0	0-00-00	3000	3000
BGF INDUSTRIES, INC.	1080 RUN OF MILL 41"	3433	1	1,070	3210.00	2062	10-18-95	3000	3000
JAMES HYDE	18330			3000	3210.00	0	0-00-00	3000	3000
6450	116/41	1	LY	2,410	36540.00	0	0-00-00	2600	2600
BGF INDUSTRIES, INC.	116 GLASS 41"	3434	1	2,410	5220.00	132	10-19-95	2600	2600
JAMES HYDE	18330			2000	5220.00	0	0-00-00	2600	2600

VENDOR	PART NUMBER	P.O.#	ITEM U/A	TOTAL ORD	EXT	DOL	P.O. UNIT COST	STD COST	SCH DDL	QTY REC'D	DTC REC'D	SAL DUE
REQUESTOR	DESCRIPTION	ACCT. NO.		RELEASES	DATE							
-MC-LOW				2000	5220.00	12-01-95	0	0-00-00	0	0-00-00	2000	
6450	14261/120	3446	1 LY	8800	68277.00							
BGF INDUSTRIES, INC.	14261 BARE GLASS, 120"U, ANT/CUR			24,9500								
JAMES HYDE	18330			572	12248.48	8-31-95	374	7-06-95			218	
-MC-LOW				2100	43449.00	12-16-95	0	0-00-00	0	0-00-00	2100	
-MC-LOW												
6450	1080/38-RDM	3459	1 LY	60000	56400.00							
BGF INDUSTRIES, INC.	1080-RUN-OF-MILL-38"			5400								
JAMES HYDE	18330			5000	4700.00	10-20-95	3570	10-19-95			1430	
-MC-LOW				5000	4700.00	10-27-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	11-03-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	11-10-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	11-17-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	12-01-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	12-08-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	12-15-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	12-22-95	0	0-00-00	0	0-00-00	5000	
-MC-LOW				5000	4700.00	12-29-95	0	0-00-00	0	0-00-00	5000	
-MC LOW												
6450	1080/41-RDM	3505	1 LY	36000	38520.00							
BGF INDUSTRIES, INC.	1080-RUN-OF-MILL-41"			1-0700								
JAMES HYDE	18330			4000	4280.00	1-05-96	0	0-00-00	0	0-00-00	4000	
-MC-LOW				4000	4280.00	1-12-96	0	0-00-00	0	0-00-00	4000	
-MC-LOW				4000	4280.00	2-02-96	0	0-00-00	0	0-00-00	4000	
-MC-LOW				4000	4280.00	2-16-96	0	0-00-00	0	0-00-00	4000	







PH3004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 8

VENDOR	PART NUMBER	DESCRIPTION	ACCT. NO.	P.O. #	ITEM U/M	TOTAL ORD	EXT	ORD	STD. COST	RELEASES	SCH DDL	QTY REC'D	QTY REC'D	OTD REC'D	BAL DUE
3932	27000	REMOVAL-OF-OIL		229677	1	55000.00	1	55000.00	9-01-95	0	0-00-00	0	0-00-00	20000	
CLEAN HARBORG, INC.															
KEN BROWNELL															
1873	225-1/2	BARE YARN		229187	1 LB	5.8100	6687	38863.09	9-28-95	437	2538.97	384	10-16-95	53	
CORNEAULT INDUSTRIES															
JOSEPH SMITH															
1873	450-1/2	BARE YARN		229749	1 LB	6.9500	5000	34750.00	10-05-95	500	3475.00	367	10-16-95	133	
CORNEAULT INDUSTRIES															
JOSEPH SMITH															
4240	225-1/2	BARE YARN		230090	1 LB	5.8100	5000	29050.00	3-31-94	5000	29050.00	0	0-00-00	5000	
CORNEAULT INDUSTRIES															
JOSEPH SMITH															
4240	27000	SLITTING-MACHINE		228871	1	67000.00	1	67000.00	4-28-95	1	67000.00	0	0-00-00	1	
CONVERTING MACH CEVE															
MARK-MERRELL															
1611	500084	F/F MOLD RESIN		229964	1 LB	4.8500	30000	205500.00	12-23-95	27500	120430.00	2200	10-18-95	25400	
CUSTOM COMPOUNDING,															
JAMES HYDE															

SPECIAL OPEN PURCHASE ORDER REPORT

VENDOR NAME	REQUESTOR	PART NUMBER	DESCRIPTION	ACCT. NO.	P.O. #	ITEM#	U/M	QTY	REC'D	DATE	EXT	DOL	TOTAL ORD	EXT	DOL	BAL DUE
		RELEASES		SCH	DOL	DATE	QTY	REC'D	DATE	EXT	DOL					
<b>-MC-UP</b>																
4412	DAIKIN AMERICA INC	500088	M12 VIRGIN MOLDING RESIN	18550	229965		1 LB	50000	237500.00	12-23-95	2645	10-11-95	47355			
	JAMES HYDE							50000	237500.00							
<b>-MC-UP</b>																
4412	DAIKIN AMERICA INC	500094	DAIKIN M-15 MOLDING RESIN	18550	229966		1 LB	25000	118750.00	12-23-95	2424	10-18-95	9352			
	STEVE BARBER							11776	55936.00							
<b>-LIB ST</b>																
6954	DBU CORNING CORP	400127	ADH5U 2193 DBU (2800 SUBST)	18440	229547		1 LB	69000	228390.00	12-23-95	2100	10-20-95	18000			
	GERRY SURDAN							20100	66531.00							
<b>-LIB ST</b>																
6954	DBU CORNING CORP	400040	ADH5U Q2 7566 DBU SILICONE	18440	229548		1 LB	28000	114800.00	12-23-95	2100	10-20-95	7900			
	GERRY SURDAN							10000	41000.00							
<b>-LIB ST</b>																
3063	DUPONT ELECTRONICS	400065	FLM PLYAD 2ML25"U3"10	18440	229433		1 LB	2000	112040.00	8-21-95	786	9-05-95	214			
	GERRY SURDAN							1000	56020.00							
<b>-LIB ST</b>																
3063	DUPONT ELECTRONICS	400069	FLM PLYAD 2ML25"U3"10	18440	229493		1 LB	500	28000.00	8-24-95	469	9-20-95	31			
	GERRY SURDAN							500	28000.00							
<b>-LIB ST</b>																
3063	DUPONT ELECTRONICS	400065	FLM PLYAD 1H.25"U3"10	18440	229814		2 LB	1000	54020.00	10-06-95	380	10-05-95	120			
	GERRY SURDAN							500	28010.00							
<b>-LIB ST</b>																
6701	DUPONT POLYMERS	167	DUPONT RESIN EXT. TAPE	18660	229879		1 LB	6000	45900.00	12-23-95	480	10-03-95	5520			
	DOUGLAS W. PRATT							6000	45900.00							

SPECIAL OPEN PURCHASE ORDER REPORT

VENDOR# PART NUMBER P.O.# ITEM# U/M TOTAL-GR8 EXT-DOL  
 VENDOR NAME DESCRIPTION P.O. UNIT COST, STD COST QTY REC'D DTE REC'D BAL DUE  
 REQUESTOR ACCT. NO. RELEASES SCH DOL QUE DATE

-LIB ST  
 5701 T-60 229874 1 LB 50000 310000.00  
 DUPONT POLYMERS T-60 RESIN 6,2000  
 DOUGLAS W. PRATT 18460 37040 229848.00 12-23-95 5280 10-17-95 31740

-LIB ST  
 5701 602-A 229875 1 LB 7500 61875.00  
 DUPONT POLYMERS DUPONT TEFLON-RESIN-FOR-L78 8,2500  
 DOUGLAS W. PRATT 18660 4620 38115.00 12-23-95 480 10-10-95 4140

-MC-LOW  
 6701 T120-FEP 229960 1 LB 2700 44550.00  
 DUPONT POLYMERS T120-FEP-DISPERSION 16,5000  
 JAMES HYDE 18330 2700 44550.00 12-23-95 0 0-00-00 2700

-MC-LOW  
 6701 T30 229961 1 LB 6000 35100.00  
 DUPONT POLYMERS T30-TFE-DISPERSION 5,8500  
 JAMES HYDE 18330 2704 15818.40 12-23-95 1448 10-17-95 1056

-MC-LOW  
 6701 T30B 229963 1 LB 5000 29250.00  
 DUPONT POLYMERS T30B-TFE-DISPERSION 5,8500  
 JAMES HYDE 18330 2516 14718.60 12-23-95 1648 10-17-95 868

-RR2  
 6701 7A 229988 1 LB 100000 485000.00  
 DUPONT POLYMERS ZA-VIRGIN-HOLDING-RESIN 4,3500  
 JAMES HYDE 18550 79200 384120.00 12-23-95 6400 10-17-95 73800

-LIB ST  
 1194 400015 228947 3 LY 64380 61977.94  
 ENHURA-PRODUCTS 60461-KRAFT-10"4-REL/LANR 9660  
 GERRY SURDAM 18440 15000 14445.00 11-02-95 1530 10-06-95 13470

-LIB ST  
 1194 400015 228947 3 LY 64380 61977.94  
 ENHURA-PRODUCTS 60461-KRAFT-10"4-REL/LANR 9660  
 GERRY SURDAM 18440 15000 14445.00 11-02-95 1530 10-06-95 13470

-MC-LOW  
 1194 400015 228947 3 LY 64380 61977.94  
 ENHURA-PRODUCTS 60461-KRAFT-10"4-REL/LANR 9660  
 GERRY SURDAM 18440 15000 14445.00 11-02-95 1530 10-06-95 13470

SPECIAL OPEN PURCHASE ORDER REPORT

VENDOR PART NUMBER P.O.# ITEM# U/M TOTAL ORD EXT DOL  
 4413 15KV-SWITCHGEAR 229685 1 LB 2 29000.00  
 GE SUPPLY  
 KEN-LENSETH 27000  
 14500.0000 2 29000.00 7-18-95 0 0-00-00 2

1181 400002 229777 1 LB 24000 145440.00  
 GENERAL ELECTRIC COM SR518 GE SILICONE ADHSV  
 GERRY SURRAM 18440 6.0600 5.7700  
 18400 112714.00 12-23-95 1200 10-18-95 16800

1181 400007 229779 1 LB 4200 40656.00  
 GENERAL ELECTRIC COM SR674 GE SILICONE ADHSV  
 GERRY SURRAM 18440 9.6800 9.2300  
 3300 31944.00 12-23-95 1200 10-18-95 3100

4499 REMOVE-BOILER 308044 1 27208.22  
 JACK HALL PLUMBING/H  
 BOB-FREDERICKSON 27000 .0000 1 27208.22 8-02-95 0 0-00-00 1

3443 400116 230057 1 LY 70000 48330.00  
 HOECHST CELANESE GOR LINER,FAA%,YELLOW,40"U,S24  
 GERRY SURRAM 18440 .6600  
 70000 48330.00 12-10-95 0 0-00-00 70000

7756 600002 229871 1 LB 7800 48360.00  
 ICI FLUOROPOLYMERS CUI23 MFS 510-550  
 DOUGLAS W. PRATT 18660 6.3000 7380 48360.00 12-23-95 3360 10-04-95 4020

7756 600003 229872 1 LB 36000 216000.00  
 ICI FLUOROPOLYMERS CUI23 "TST SPEC"  
 DOUGLAS W. PRATT 18660 6.0000 6.0000  
 29340 174040.00 12-23-95 2940 10-11-95 26400

7756 8015 229756 1 LB 40000 280000.00  
 ICI FLUOROPOLYMERS 8015 IFE DISPERSION  
 JAMES HYE 18660 5.8500 5.8500  
 30327 174627.95 12-23-95 2678 10-18-95 27548

VENDOR NAME	PART NUMBER	P.O. #	ITEM#	U/M	P.O. UNIT COST	STD. COST	SCH. DQL	QUE. DATE	QTY. REC'D	OTC. REC'D	BAL. DUE
JAMES HYDE	7756	229957	1	LB	5.6500	5.9500	35000	204750.00			
FOR FLOOR POLYMERS	AD439										
JAMES HYDE	6451	7628/38-CIIT	1	LY	1.0500	1.0500	24500	25725.00			
JFS GLASS FABRICS	7428	HEAT CLEANED GLASS BR									
JAMES HYDE	18330				2500	2625.00	156	10-20-95	2344		
JAMES HYDE	18330				2066	2169.30	0	0-00-00	2066		
MATHESON GAS PRODUCT	8115	SODIUM NAPHTHOLENE	1		18.1200	18.1200	2000	36240.00			
BERRY BURBAN	929040				400	7248.00	0	0-00-00	400		
JAMES HYDE	3298	REPRO1-MFP	1	LB	3.5000	3.8500	20000	70000.00			
JAMES HYDE	18550	REPRO RESIN, MFGD BY M.F.P.									
JAMES HYDE	4674	14261/120	1	LY	24.9500	24.9500	1200	29940.00			
JAMES HYDE	18330	14261 BARE GLASS, 120"W, ANT/CVR			1200	29940.00	304	9-05-95	894		
JAMES HYDE	2051	150-1/4	1	LB	12.6000	12.5500	5000	63000.00			
JAMES HYDE	18330	150-1/4 B4 SEWING THREAD			500	6300.00	79	10-11-95	421		
JAMES HYDE	4287	DISPOSAL/WASTE	1		100000.0000	.0000	1	100000.00			
JAMES HYDE	18330	ROSS INCINERATION SV									



VENDOR: SPECIAL ORDER NUMBER: ORDER REPORT  
 PART NUMBER: P.O. # ITEM UAX  
 DESCRIPTION: P.O. UNIT COST STD COST TOTAL ORD EXT DOL  
 RELEASES: SCH DOL DUE DATE QTY REC'D DUE REC'D BAL DUE

SALLY WEBSTER 567010  
 1 100000.00 12-23-95 0 0-00-00 1

AREA: 230054  
 TRANSFORMATION 30000-0000  
 1 30000.00 12-23-95 0 0-00-00 1

SALLY WEBSTER 567010  
 1 30000.00 12-23-95 0 0-00-00 1

AREA: 230054  
 TRANSFORMATION 30000-0000  
 1 30000.00 12-23-95 0 0-00-00 1

SALLY WEBSTER 567010  
 1 30000.00 12-23-95 0 0-00-00 1

AREA: 230054  
 TRANSFORMATION 30000-0000  
 1 30000.00 12-23-95 0 0-00-00 1

SALLY WEBSTER 567010  
 1 30000.00 12-23-95 0 0-00-00 1



**APPENDIX III TO SCHEDULE 4.7 CONTRACTS**

Sales Commitments

The attached lists each sales commitment in which credit has been extended to customers in an amount exceeding \$25,000, except for sales commitments in the ordinary course of business having terms of (i) 30 days or less for domestic sales, and (ii) 60 days or less for foreign sales.

See attached memo from W. Noonan.

11/1/95  
Doc. #33629 v5



Memorandum  
Fluorglas Products  
Hoosick Falls, New York

Fax Transmission

1 Page

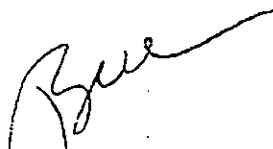
DATE: October 27, 1995

TO: Mike Prokop FAX: (201) 455-6199

FROM: Bill Noonan FAX: (518) 686-3161

SUBJECT: *Asset Sale Agreement*  
*Re: Changed Schedule - Representations & Warranties*

A review of the special Open Backlog Report OBS031.5, dated 10/27/95, indicates that there are *NO* open sales which require Fluorglas to, "(c) provide an extension of credit of over 30 days for domestic sales, or 60 days for foreign sales, to any customer or client of the business for any amount over \$25,000".

  
WEN/gs

**Schedule 4.8**  
**Liens and Encumbrances**

NONE

10/26/95  
Doc. #33629 v5

**Schedule 4.9**  
**Litigation and Proceedings**

I. Employee Litigation

1. Rosemary Roberson v. AlliedSignal and Fluorglas; NDNY; No. 95-CV-0616. [Previously listed as Roberson v. AlliedSignal Inc. and Fluorglas; EEOC; Notice of Right to Sue #165930226]

Ms. Roberson has sued Fluorglas on the grounds that it allegedly discriminated against her based on a disability. Until September 9, 1991, Ms. Roberson worked at Fluorglas as a preformer in its extruder tape department. The preformer position requires physical exertions, including moving drums of materials around the plant floor. She was placed on medical leave because of an alleged work-related accident that occurred on August 29, 1991. In September 1992, Fluorglas terminated Ms. Roberson pursuant to Fluorglas' "Leaves of Absence" policy.

2. Karen Flynn, a data entry operator at the Liberty Street facility, has alleged sexual harassment by a male production group leader. Fluorglas has investigated the allegation. No claim has been filed with the EEOC or any other agency.

II. Third Party Litigation

1. Madison, Thomas v. Farrell Corp. and M.A. Crowley Trucking; and M.A. Crowley Trucking, Inc. v. Fluorglas; NDNY; No. 94-CV-989.

Employee claim for injuries incurred while operating hot calender mixing machine owned by Fluorglas. Farrell manufactured the hot calender mixing machine and M.A. Crowley Trucking delivered the machine to Fluorglas.

10/26/95  
Doc. #33629 v5

**Schedule 4.10**  
**Environmental Disclosure**

See attached. The attachments to Schedule 4.10 have been provided under separate cover.

10/26/95  
Doc. #33629 v5

**ALLIEDSIGNAL FLUORGLAS**  
**DISCLOSURE DOCUMENT**  
**SCHEDULE 4.10**  
**ADDENDUM #4**

**Underground Storage Tanks**

During August 1995, the underground petroleum storage tanks at McCaffrey Street, John Street, Liberty Street and the River Road facilities were excavated. Soil samples were collected at the excavation sites and analyzed pursuant to the requirements of the NY DEC STARS memo. Attachment A is a copy of the tank removal report, including analytical results, provided by the excavation contractor, Clean Harbors, Inc.

Attachment B is a copy of the Petroleum Bulk Storage Applications submitted to NY DEC that indicate closure of the tanks.

**NY DEC Air Inspection**

On October 24, 1995, Pete Empie, of NY DEC conducted an air quality inspection at the Liberty and McCaffrey Street facilities. No deficiencies were noted during the inspection. Mr. Empie did not leave an inspection report.

10/27/95

**ALLIEDSIGNAL FLUORGLAS**  
**DISCLOSURE DOCUMENT**  
**SCHEDULE 4.10**  
**ADDENDUM #3**

**McCaffrey Street**

**Air Permits**

As stated in the Disclosure Document, the Operating Permit for Tower 8 expired on May 1, 1994. Pete Empie, Principal Engineering Technician with the NY DEC, has indicated that the DEC will not be issuing permit renewals at this time. Instead, renewals will be issued as part of the State's Title V permit program. Attachment A is a letter from Pete Empie to Rich Callahan, Manager HS&E for AlliedSignal's Oak Mitsui facility in Hoosick Falls. The letter indicates the DEC is no longer issuing renewals for air permits and that all permits are extended for five years even if they have expired.

**Liberty Street**

**Odor Issue**

The Disclosure Document references odor complaints received at Liberty Street from neighbors. The odors were attributed to the operation of the "Can Line, L3." Since receipt of the odor complaints numerous activities have been undertaken to abate the odors. These activities included but were not limited to: 1) raising the stack height to eliminate building downwash effects; 2) adding additional catalyst to the bed; 3) eliminating the use of PAE, a surfactant used in the process; 4) "baking out" the catalyst to remove any residual PAE; 5) modifying the burner box on the oxidizer; and 6) installing a new baffle plate downstream of the burner to ensure even temperature distribution across the catalyst bed. According to Bill Noonan, Fluorglas General Manager, no odor complaints have been received since August 1, 1995. Therefore, we believe that this issue has been resolved. A permit application needs to be submitted to DEC to indicate the modifications made to the stack. Additionally, a stack test will need to be performed to demonstrate that the catalytic oxidizer is continuing to maintain the destruction efficiency required by the permit.

**NSPS/RACT**

As stated in the Disclosure Document, the PSAT lines are subject to the New Source Performance Standards for Pressure Sensitive Tape and Label Surface Coating Operations and the NY Surface Coating Regulations. During a facility review it was determined that the recordkeeping requirements, of these two standards, were not being complied with. The facility has indicated that corrective actions have been implemented and the required records are now being maintained.

10/9/95

Facility Audits

Provided in Attachment B are copies of facility audits that have been performed since January 1, 1993. All violations noted in these audits have been corrected.

10/9/95



**ALLIEDSIGNAL FLUORGLAS**  
**DISCLOSURE DOCUMENT**  
**SCHEDULE 4.10**  
**ADDENDUM #2**

**OSHA Cadmium Citation**

On September 14, 1995, AlliedSignal received official notice of a Stipulated Settlement in the matter of the OSHA citation issued June 22, 1995. The penalty has been reduced to \$4500.00. A copy of the agreement is provided in Attachment A for your review.

**OSHA Safety Citation**

On March 24, 1995, the facility was issued an OSHA citation alleging non-compliance with four OSHA standards. A copy of the citation is provided in Attachment B for your review. The status of each violation is discussed below:

**Zero Energy Standard:** The corrective actions to abate this citation have been implemented and the fine has been paid.

**Exit Marketing:** The corrective actions to abate this citation have been implemented. No penalty was proposed.

**PPE Standard:** The corrective actions to abate this citation have been implemented. No penalty was proposed.

**Hazard Communication:** The corrective actions to abate this citation have been implemented. No penalty was proposed.

9/22/95

**ALLIEDSIGNAL FLUORGLAS**  
**DISCLOSURE DOCUMENT**  
**SCHEDULE 4.10**  
**ADDENDUM #1**

**Past Disposal Activities**

In the mid 1960's to mid 1970's waste adhesive and clean-up waste containing solvents was disposed of at the Hoosick landfill. The procedure typically consisted of transporting the material to the landfill where it was burned for disposal. However, some of the drums of waste were apparently buried in the landfill. No information is available regarding the exact characteristics of the waste or the volume that may have been buried.

9/20/95

## SCHEDULE 4.10

### HEALTH, SAFETY AND ENVIRONMENTAL DISCLOSURE SCHEDULE ALLIEDSIGNAL FLUORGLAS HOOSICK FALLS, NY

#### BACKGROUND

AlliedSignal Fluorglas is a manufacturer of Pressure Sensitive Adhesive Tape (PSAT), Teflon coated fiberglass cloth and yarn and Teflon tape. The business consists of six sites located in Hoosick Falls, NY, (McCaffrey Street, Liberty Street, John Street, River Road 1, River Road 2 and River Road 3.) A description of each site, the products manufactured and a summary of relevant health, safety and environmental issues are noted below.

#### McCaffrey Street

The McCaffrey Street facility produces a wide variety of PTFE (Teflon) coated fiberglass and molded and extruded PTFE intermediates. The facility is also used for administrative offices and R&D. Approximately 95 employees work at the site. Manufacturing operations occur 24 hours per day 7 days per week.

#### Process Description

In the manufacturing process woven fiberglass is coated with a dispersion of premixed liquid Teflon and an organic liquid surfactant. The mixture is fed from a drum into a coating dip pan. The coated fabric is then cured in an oven and collected on a web. Each coating tower has its own curing oven either gas-fired or infra-red. The coated material is then sized and calendared in a large laminate calendaring machine where heat and pressure are applied.

The Teflon molding operation includes four (4) molding presses and six (6) electric sintering ovens. Teflon, virgin or reprocessed, is added, via a hopper, to the molding press where high pressure is applied and a Teflon mold is formed. The mold is then transferred to the curing oven for sintering.

The extrusion process includes one continuous heated and pressured extruder and sixteen (16) rod extruders. The process utilizes powder Teflon and produces various extruded products.

#### Air Quality

The fabric coating operation includes eight (8) coating towers designated T1, T2, T3, T5, T6, T7, T8 and T9. The table below summarizes the permit information for each of the coating towers. Copies of the permits are included in Attachment A. The permits include a process description, emission calculations, expiration dates and special conditions.

Tower Number	Emission Point Number	Material Emitted	Estimated Emission Amount (lbs/yr)	Permit Type	Control Equipment	Expiration Date
1	M1	Triton X	3066	Operating	None	12/12/99
2	M9	Triton X	3329	Construction	Scrubber	12/12/95
	M10	Triton X	88	Construction	None	12/12/95
3	M3	Triton X	3066	Operating	None	12/12/99
5	M4	Triton X	2891	Operating	None	12/12/99
6	M5	Triton X	3723	Operating	None	12/12/99
	M11	Triton X	657	Construction	None	12/12/95
7	M7	Triton X	3679	Operating	None	12/12/99
8	M6	Triton X	3161	Operating	Scrubber	05/01/94
9	M8	Triton X	1843	Operating	Scrubber	05/01/99

The exhaust gases from Tower 8 (Emission point M6) and Tower 9 (Emission Point M8) are treated in a common wet cyclone scrubber before being discharged to the atmosphere. The scrubber is used for opacity control. The air emission permit for Tower 8 expired on May 1, 1994. Conversations with the NY DEC have indicated that the agency will not reissue permits at this time but will reissue them as part of the Title V Operating Permit program. The current permit for Tower 9 expires 5/1/99. On June 6, 1995, an application was submitted to NY DEC requesting a modification of the permit for Tower 9 (Emission Point M8). The request was for approval to modify the stack by increasing the height to 19 feet. No response has been received from DEC.

Tower 6 has two emission points, designated M5 and M11. Emission point M5 is equipped with a wet cyclone scrubber which is used for opacity control. A state operating permit has been issued for this source. It has an expiration date of 12/12/99. There are no controls on M11. A state construction permit has been issued for this source. It has an expiration date of 12/12/95. A request for issuance of an operating permit was submitted to NY DEC on June 6, 1995. To date no response has been received from the Agency. However, the facility can operate this source under the construction permit until an operating permit is issued.

Tower 2 has two emission points, designated M9 and M10. Emission point M9 is equipped with a scrubber which has a rated efficiency of 85% for Triton X compounds. There are no controls on M10. Both emission points for this tower has been issued construction permits by DEC. The construction permits expire 12/12/95. A request for issuance of an operating permit was submitted to NY DEC on June 6, 1995. To date no response has been received from the Agency. However, the facility can operate these sources under the construction permits until operating permits are issued.

Exhaust gases from the rest of the towers emit directly to the atmosphere.

The facility also coats chrome pigmented Teflon with aluminum on Tower 7. The only emission from this process is water vapor.

The calendaring machines are discharged via roof vents to the atmosphere. No permit is required for this source since the only emission is heat.

The exhaust gases from each of the Teflon molding sintering ovens are vented to the atmosphere via its own dedicated vent. No permits are required for these sources since the only emissions are heat.

The facility has one boiler rated at 300,000 BTU/hr that burns #2 fuel oil. It is used for facility heating and, due to its size is exempt from NY DEC permitting requirements.

The facility is located in a "Marginal" Non-Attainment area classified as an Ozone transport region. The VOC and NOx threshold for "Major Source" are 50 Tons Per Year (TPY) and 100 TPY, respectively. This facility would be a "minor" source for purposes of Title V permitting.

DEC conducted an air quality inspection at the facility on May 7, 1991. No violations were noted during the inspection, however, several recommendations were made. A copy of the inspection report is included in Attachment B. Additionally, the EPA and DEC conducted a joint air inspection during the summer of 1992. No report was issued.

#### Water Pollution Control

Wastewater generated at the facility is discharged to the treatment plant for the Village of Hoosick Falls. The wastewater consists of scrubber water blowdown and sanitary wastewater. The discharge of the wastewater is governed by the local sewer ordinance. No permit is required for the discharge. Attachment C is a copy of a letter from the treatment plant operator indicating that the discharge from the McCaffrey Street facility is acceptable to the POTW. There are no direct water discharges from the facility.

The McCaffrey Street facility is not subject to the stormwater permitting regulations. The facility is exempt based on its SIC code, 2295 and 3089, and the fact that there is no stormwater exposed to industrial activity at the site. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is included in Attachment D.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment E.

### Oil & Spill Prevention

Raw materials for facility operations are primarily stored in drums in the warehouse. There is no bulk storage of raw materials at the facility.

The facility had one 10,000 gallon underground storage tank. The tank was used to store #2 fuel oil for on site heating purposes and therefore, was exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank installation date is unknown.

The fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was conducted in November 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until November 1997. A copy of the registration certificate and the tank test report are included in Attachment F. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment F.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

The only other bulk storage tank at the facility is a 18,000 gallon aboveground LP gas tank. The LP Gas is used for process heating. This tank is not subject to any permit or registration requirements.

### Solid & Hazardous Waste

The facility is a Large Quantity Generator of Hazardous Waste. It's EPA ID Number is NYD004986741. The types of hazardous waste generated at the facility include D007 wastes from the aluminum coating of Teflon and lab packs. All waste generated on site is shipped off-site for disposal.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report can be found in Attachment G.

### Miscellaneous

There is one transformer at the facility. It is owned by the public utility, Niagara Mohawk. The utility has indicated that the transformer contains 237 ppm of PCBs.

Facility personnel have indicated that prior to 1981, hydraulic oil was used as a dust suppressant on plant roads. No analytical information is available regarding the oil.

### John Street

The John Street facility produces PTFE coated yarn. The yarn is used in braided wire and cable applications. Approximately 14 people work at the site. Manufacturing operations occur 24 hours per day 5 days per week.

#### Process Description

In the manufacturing process fiberglass yarn is coated with a dispersion of premixed liquid Teflon and an organic liquid surfactant. The mixture is fed from a drum into a coating dip pan. The coated yarn is then cured in an oven and collected on a spool. Some of the yarn is heated in an oven prior to coating. The process is designed to drive off starch that is on the yarn

#### Air Quality

The table below summarizes the permit information for the air emission sources at the facility. Copies of the permits are included in Attachment H. The permits include a process description, emission calculations, expiration dates and special conditions.

Equipment Type	Emission Point Number	Material Emitted	Estimated Emission Amount (lbs/yr)	Permit Type	Control Equipment	Expiration Date
Coater	J3	Triton X	300	Operating	None	12/31/96
Coater	J6	Triton X	300	Operating	None	12/31/96
Coater	J8	Triton X	300	Operating	None	12/31/96
Oven	J9	Starch Based Sizing	799	Operating	None	12/31/96
Boiler	J10			Operating	None	12/31/96

The yarn coating operation consists of three (3) coating lines, designated J3, J6 and J8. Each line has its own oven. Two of the ovens are heated by LP Gas, the third is electric. The equipment is permitted by NY DEC. The permits expire 12/31/96. None of the equipment is equipped with pollution control equipment.

The site also has one heat cleaning oven. The oven is designated as emission source J9. The equipment is permitted by NY DEC. The permit expires 12/31/96. There is no pollution control equipment on this source.

The facility has one 3.2 MM BTU/hr boiler that burns #4 fuel oil. The source designation is J10. It has been issued an air emissions operating permit by NY DEC which expires 12/31/96.

The facility is located in a "Marginal" Non-Attainment area classified as an Ozone transport region. The VOC and NOx threshold for "Major Source" are 50 Tons Per Year (TPY) and 100 TPY, respectively. The facility is a "minor source" of air pollution, and therefore, is not subject to the permitting requirements of Title V.

The NY DEC conducted an air emission inspection at the facility on January 10, 1992. During that inspection the agency indicated that emission points J3, J6, J8 and J10 were operating in compliance with all New York State air pollution control regulations. The inspection also noted that a modification had been made to emission point J9 without first obtaining prior DEC approval. A permit modification was submitted to NY DEC in March 1992, to correct this deficiency. A copy of the inspection report can be found in Attachment I. A revised permit was issued on November 25, 1992. A copy of the permit can be found in Attachment H.

#### Water Pollution Control

Wastewater generated at the facility is discharged to the treatment plant for the Village of Hoosick Falls. The wastewater consists of sanitary water and process wash up water. The discharge of the wastewater is governed by the local sewer ordinance. No permit is required for the discharge. Attachment J is a copy of a letter from the treatment plant operator indicating that the discharge from the John Street facility is acceptable to the POTW. There are no direct water discharges from the facility.

The John Street facility is not subject to the stormwater permitting regulations. The facility is exempt based on its SIC code, 2295, and the fact that there is no stormwater exposed to industrial activity at the site. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment K.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment L.

#### Oil & Spill Prevention

Raw materials, for facility operations, are stored in drums inside the building. There is no bulk storage of raw materials at the facility.

The facility had one 10,000 gallon underground storage tank. The tank was used to store #4 fuel oil for on site heating purposes and therefore, was exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank was installed in 1970.

The fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was



conducted in September 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until September 1997. A copy of the registration certificate and the tank test report are presented in Attachment M. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment M.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

The only other bulk storage tank at the facility is a 7,500 gallon aboveground LP gas tank. The LP Gas is used for process heating. This tank is not subject to any permit or registration requirements.

#### Miscellaneous

Prior to January 1989, wash water from cleanup of a chrome pigmented Teflon dispersion spray coating operation was discharged to the ground under the building. The equipment was subsequently dismantled and disposed of off site. It is our belief that the material discharged to the ground was not a hazardous waste. Attachment N provides the basis for this belief.

The third floor of the building was previously used for a silicone and acrylic resin coating operation. There is evidence of contamination on the floor from the adhesives used. No data is available to characterize the contamination.

#### Solid & Hazardous Waste

At the present time the facility does not generate any hazardous waste. However, it maintains an EPA ID Number. The number is NYD000829580.

### River Road 1

The River Road 1 facility is used as a maintenance shop. Approximately 18 employees work at the site. The facility operates 8 hours per day five days per week.

#### Air Quality

The facility has two boilers, approximately 330,000 BTU/hr, that burn #2 fuel oil. There are no other air emission sources at the facility. No air permits are required for the boilers due to their size.

#### Water Quality

The only wastewater generated on site is sanitary wastewater. It is discharged to a leachfield on site. No permit is required for this discharge due to the volume of material discharged.

The facility is exempt from the stormwater permitting requirements. This is due to the fact that all roof drainage sheets off the building to the ground. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment O.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment P.

#### Oil & Spill Prevention

The facility had one 1,000 gallon underground storage tank. The tank was used to store #2 fuel oil for on site heating purposes and therefore, was exempt from the Underground Storage Tanks regulations at 40 CFR 280. The tank was installed in 1965.

Due to the size of the tank it is not subject to the NY Petroleum Bulk Storage Tank Regulations. However, a tightness test was conducted in September 1992. At that time the tank passed the tightness test. A copy of the tank test report is presented in Attachment Q. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment Q.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

Small quantities of maintenance chemicals are stored within the building. There is no outdoor or bulk storage of materials at the site.

## River Road 2

The River Road 2 facility is used to etch Teflon coated substrate, as a custom fabrication shop for Teflon products and as a wood working shop. Approximately 6 employees work at the site. It operates 8-16 hours per day 5 days per week depending on production needs.

### Process Description

The process consists of etching Teflon coated fiberglass and Teflon extrusion with sodium naphthalene and glycol ether. Water used in the etching operation is circulated through a treatment system and reused in the etching process.

### Air Quality

The etching operation previously was permitted by the NY DEC. However, process modifications have eliminated the air emissions and, therefore, the air permit is not longer required. On June 30, 1994, a letter was submitted to DEC to cancel the air permit. To date no response has been received from the Agency. A copy of the letter to DEC is located in Attachment T.

The facility has two boilers. One boiler is rated at 669,000 BTU/hr and is fueled with LP Gas. It is used for process heat and is exempt from the NY DEC permitting requirements due to its size and the fuel used. The second boiler is rated at 1.2 MM BTU/hr and is fueled with #2 fuel oil. It is used to heat the facility and is also exempt from the NY DEC permitting rules due to its size and the fuel used.

### Water Quality

Wastewater generated at the facility consists of water from the etching process and sanitary water.

Water from the etching process was previously discharged to a on-site leachfield under SPDES permit #NY0109991. The facility had difficulties meeting the fluoride discharge limits in the permit. Therefore, in June 1994, the process was modified so that the water is treated in a closed loop system and recirculated back to the etch tank. Spent water from the etching process is now collected in drums and shipped offsite for disposal. On July 5, 1994, a letter was submitted to DEC to relinquish the SPDES permit. A copy of the letter to DEC is located in Attachment U.

There are two leachfields on site. One is an abandoned process leachfield. The second is currently used to discharge sanitary wastewater from the facility. No permit is required for this leachfield due to the volume of material discharged to it.

### Solid & Hazardous Waste

The River Road 1 facility is contiguous with the River Road 2 facility. As such, the two sites share one EPA ID Number. The number is NYD991291881. The only hazardous waste generated at the River Road 1 site is waste naphtha from a parts cleaner. All wastes are disposed of off-site.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report, that includes information on the River Road 1 and River Road 2 facilities, can be found in Attachment R.

### Miscellaneous

In 1977, Oak Materials Group, the previous owners of the site, disposed of approximately 260 cubic yards of copper hydroxide sludge on site with the approval of the Rensselaer County Health Department. The material was F006 hazardous waste. In 1984 an agreement was reached with the NY DEC to perform a site investigation. The investigation indicated that the material had not changed nor had it migrated off site. In 1987 the material was excavated and disposed of off site. On August 22, 1991, the DEC indicated that the site had been properly remediated and that no further action is required. A copy of the letter from DEC can be found in Attachment S.

The facility is exempt from the stormwater permitting requirements. This is due to the fact that all roof drainage sheets off the building to the ground. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment V.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment W.

#### Oil & Spill Prevention

The facility had one 4,000 gallon underground storage tank. The tank was used to store #2 fuel oil for on site heating purposes and therefore, is exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank was installed in 1975.

The fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was conducted in September 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until September 1997. A copy of the registration certificate and the tank test report are presented in Attachment X. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment X.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

There are two other bulk storage tanks at the facility. The first is a 2,000 gallon above ground LP Gas tank. The gas is used for hot air makeup for the etching process. The second tank is a 10,000 gallon above ground nitrogen tank. The nitrogen is used to blanket the etchant. No permitting or registration requirements are applicable to these tanks.

Liquid raw materials, used on site, are stored in drum quantities inside the building.

#### Solid & Hazardous Waste

As previously mentioned, the River Road 1 and River Road 2 facilities are contiguous. Therefore, these facilities share one EPA ID Number - NYD991291881. Hazardous waste generated on site includes: cleaning liquids, flammable liquids and lab packs. All wastes are shipped off-site for disposal.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report, that includes information on the River Road 1 and River Road 2 facilities, can be found in Attachment R.

### Liberty Street

The Liberty Street facility produces a wide variety of PTFE film products and PSAT products on three process lines including skiving, extrusion and Pressure Sensitive Adhesive Tape (PSAT) process. Approximately 80 employees work on site. Manufacturing operations occur 24 hours per day 7 days per week depending on production demands.

#### Process Description

In the extrusion process, the plant uses two wide web extruded tape lines that are connected to one catalytic oxidizer. The 12-inch and 16-inch wide web extruded tape lines manufacture a PTFE film product consisting of PTFE resins, aliphatic hydrocarbon solvent, inorganic coloring dyes and an organic surfactant for wettability.

The above mentioned materials are uniformly mixed together and compacted to form solid cylindrical pills. The compacted pills are extruded through a die and transformed into a continuous web. This web is then passed through an in-line calendar that manufactures the web to a required film thickness. The film is then in-line wrapped externally over internally steam heated cans that cause the aliphatic hydrocarbon solvent and components of the organic surfactant to vaporize out of the film.

In the PSAT process, the plant manufactures silicone adhesive tape and acrylic PSAT products on three coating machines. The silicone PSA's are applied from a formulation containing xylene and toluene. The acrylic PSA's are applied from a formulation containing isopropanol, heptane, ethyl acetate and toluene. The PSA's are applied on a variety of substrates using reverse roll coater or metering bars. The product is drawn through an oven where the solvent is evaporated. The product then passes through a second portion of the oven at a higher temperature to cure the adhesive, exits the oven and is wound on a roll.

#### Air Quality

The table below summarizes the permit information for the air emission sources at the facility. Copies of the permits are included in Attachment Y. The permits include a process description, emission calculations, expiration dates and special conditions.

Equipment Type	Emission Point Number	Material(s) Emitted	Estimated Emission Amount (lbs/yr)	Permit Type	Control Equipment	Expiration Date
Can Line (2)	L3	-Aliphatic Hydrocarbon	-46000	Operating	Catalytic Oxidizer	11/30/97
		-Isopropanol	-5.26			
		-Methyl 2-Pyrrolidone	29.78			
60" Line	L9	- Xylene	-2585	Operating	Thermal Oxidizer	11/30/97
40" Line		- Toluene	-19638			
Tower 4		- Isopropanol	-5995			
		- Heptane	-8465			
		- Ethyl Acetate	- 3263.5			

The extrusion process consists of two wide web extruded tape lines that are connected to one catalytic oxidizer. The emission point designation for the oxidizer is L3. The catalytic oxidizer is designed to destroy VOC laded air from the can line as well as fugitive emissions from the extruder, accumulator and calendar sections of the equipment. The oxidizer was installed in March 1993. Source testing, performed in February 1994, indicated an average destruction efficiency of 93.7%. An operating permit for the equipment was issued by NY DEC on February 9, 1995. A copy of the operating permit can be found in Attachment Y.

In May 1994, the facility began receiving odor complaints from local neighbors. Upon investigation it was determined that the odors were associated with PAE, a material used in the process as a wetting agent. Actions are being taken to reformulate the product to remove PAE from the process.

On December 15, 1994, NY DEC received calls from neighbors of the Liberty Street facility regarding the odors. On December 22, 1994, DEC visited the site to look at the Catalytic Oxidizer. On January 13, 1995, the NY DEC issued a draft Consent Order to the facility regarding the odor complaints. The Consent Order listed a number of corrective actions the facility was required to take to eliminate the odors. A final Consent Order was never issued.

During early February 1995, AlliedSignal implemented a number of corrective actions to address the odors. These actions included: 1) adding two additional feet of catalyst to the oxidizer; 2) raising the oxidizer stack an additional 20 feet to minimize the building downwash effects; and 3) adding a new burner box to reduce system leaks. NY DEC granted the facility permission to make these modifications on February 7, 1995. A copy of the letter from DEC can be found in Attachment Y. The DEC requires that a permit modification application be submitted and a new stack test be performed. Work is

continuing to identify and correct the source of the odors. A permit modification application will be submitted to the DEC when all modifications are finalized. Preparation of the stack test protocol is in process.

The facility has two process boilers on the can line. Due to their size these boilers are exempt from NY DEC air permitting regulations. They burn LP Gas.

In the PSAT process, the solvent from three coating lines, designated Tower 4, the 40" line and the 60" line, is exhausted to a recuperative fume incinerator (L9) and then to atmosphere. The incinerator uses one propane-fired burner rated at 9 MM BTU/hr. Source testing was performed on the recuperative fume incinerator in October 1992. Test results indicated an average destruction efficiency of 92.1% at an operating temperature of 1300 °F. The NY DEC issued an operating permit for this source on February 9, 1995. A copy of the permit can be found in Attachment Y.

The PSAT lines are subject to the Federal New Source Performance Standard for Pressure Sensitive Tape and Label Surface Coating Operations, 40 CFR 60 Subpart RR. The lines are also subject to NY Surface Coating Regulations at Title 6 Part 228.

An internal review of facility operations indicated that records required by both the NSPS and the NY Surface Coating Regulations were not being maintained. The facility is in the process of modifying their recordkeeping procedures to comply with the requirements.

The facility has one boiler used for facility heating. On February 18, 1995, modifications were made to this boiler to convert it from #4 fuel oil to LP Gas. Currently it burns only LPG and is rated at 3.9 MM BTU/hr. Due to the size of the boiler and the type of fuel used no permit is needed. On February 16, 1995, a letter was submitted to DEC notifying them of the boiler modifications. A copy of the letter is included in Attachment Z.

The facility is located in a "Marginal" Non-Attainment area classified as an Ozone transport region. The VOC and NOx threshold for "Major Source" are 50 Tons Per Year (TPY) and 100 TPY, respectively. The Liberty Street facility is a "Major Source" and therefore, is subject to the Federal Title V permitting regulations.

Pursuant to the New York air regulations at Part 202 the facility is required to submit an annual emissions inventory to DEC. A copy of the 1994 emissions inventory is included in Attachment AA.

#### Water Quality

Wastewater generated at the facility is discharged to the treatment plant for the Village of Hoosick Falls. The wastewater consists of sanitary wastewater, non-contact cooling water, wash water from pill making and boiler blowdown. The discharge of the wastewater is governed by the local sewer ordinance. No permit is required for the



discharge. Attachment BB is a copy of a letter from the treatment plant operator indicating that the discharge for the Liberty Street facility is acceptable to the POTW.

The Liberty Street facility is not subject to the stormwater permitting regulations. All roof drainage sheets off the building to the ground. There are no outside material storage or other industrial activities "exposed" to stormwater. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment CC.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the tests results is included in Attachment DD.

#### Oil & Spill Prevention

Raw materials for facility operations are stored in drums at the facility.

The facility had one 8,000 gallon underground storage tank. The tank was used to store #4 fuel oil for on site heating purposes and therefore, is exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank was installed in 1970.

The tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was conducted in September 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until August 1997. A copy of the registration certificate and the tank test report are presented in Attachment EE. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment EE.

On February 20, 1995, the tank was drained and temporarily closed. It was removed in August 1995. Contamination was noted at the fill pipe during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

The facility has one 18,000 gallon above ground LP Gas tank. The LP Gas is used for oxidizer fuel and process heat. This tank is not subject to any permit or registration requirements.

#### Solid & Hazardous Waste

The Liberty Street facility is a Large Quantity Generator of Hazardous Waste. The EPA ID Number for the facility is NYD000829598. Hazardous waste generated on site includes: petroleum naphtha from a parts washer, waste resin and solvent and waste kerosene from the Can Line. All hazardous waste generated on site is shipped off-site for disposal.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report can be found in Attachment FF.

Construction debris, i.e., gravel and cinder blocks, are disposed of on the back side of the property. All of this material is non-hazardous.

In the mid 1960's to mid 1970's waste adhesive and clean-up waste containing solvents was disposed of at the Hoosick landfill. The procedure typically consisted of transporting the material to the landfill where it was burned for disposal. However, some of the drums of waste were apparently buried in the landfill. No information is available regarding the exact characteristics of the waste or the volume that may have been buried.

#### Miscellaneous

The facility is subject to the SARA Title III reporting requirements. Reporting is required for toluene and xylene. A copy of the 1994 reports are located in Attachment GG.

### River Road 3

The River Road 3 facility was previously used as a laminates manufacturing facility. Currently, it is used as an empty drum warehouse and an idle equipment warehouse.

#### Air Quality

The facility has one boiler rated at 1.07 MBTU/hr. It uses No. 2 fuel oil. Due to its size and the type of fuel burned it is exempt from the NY DEC air permitting rules.

#### Water Quality

The facility previously discharged process and sanitary wastewater to three on-site leachfields, one process and two sanitary, under a SPDES permit. Since there are no production processes currently operating on site there is no longer a need for the SPDES permit. The permit was, therefore, deleted by DEC on August 6, 1993. A copy of the letter from DEC is included in Attachment HH. Sanitary wastewater continues to be discharged to the leachfield.

#### Oil & Spill Prevention

The facility had two underground storage tanks. The first is an 8,000 gallon #2 fuel oil tank used for on site heating purposes and therefore, was exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank installation date is unknown. The second tank was also used to store #2 fuel oil. It has a capacity of 275 gallons and, therefore, is exempt from all requirements.

The 8,000 gallon fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on September 2, 1993 and expires on March 24, 1997. The last tightness test was conducted in September 1992. At that time the tank passed the tightness test. A copy of the registration certificate and the tank test report are presented in Attachment II.

Both tanks were removed in August 1995. No visible contamination was noted during the removal of the 275 gallon tank. Approximately 12 cubic yards of contamination was noted during removal of the 8,000 gallon tank. Soil samples were collected from both excavations during the removal, however, the analytical results are not yet available.

The facility has two 1,850 gallon above ground LP Gas tanks. The LP Gas was used for building heat, currently they are not used. The tanks are not subject to any permit or registration requirements.

**Solid & Hazardous Waste**

The River Road 3 facility is contiguous with the River Road 1 and River Road 2 facilities. Therefore, all of these facilities share one EPA ID Number, NYD991291881. No hazardous waste was been generated at this facility in 1994.

**Schedule 4.11**  
**Employee Benefit Plans**

I) WELFARE PLANS

- Health Maintenance Organizations
- Comprehensive Medical Plan
- Retiree Medical Plan (Salaried)
- Group Term Life
- Group Universal Life
- Group Accidental Death and Dismemberment
- Business Travel Accident Insurance
- Short-Term Disability Plan (Salaried and Hourly)
- Long-Term Disability Plan (Salaried)
- Dental Plan
- Vision Plan
- Prescription Drug Plan

II) PENSION AND SAVINGS PLANS

- AlliedSignal Inc. Retirement Program
- AlliedSignal Inc. Supplemental Retirement Program
- AlliedSignal Hourly Employees' Pension Plan
- Oak Materials Group Pension Plan
- AlliedSignal Savings Plan
- AlliedSignal Supplemental Savings Plan
- AlliedSignal Thrift Savings Plan

III) OTHER BENEFIT PLANS

- AlliedSignal Scholarship Program
- Service and Retirement Award Program
- Vacation Policy
- Holidays
- Relocation Assistance Plan
- Tuition Assistance Program
- Jury Duty Pay
- Bereavement Policy
- Military Leave Policy
- Family Medical Leave Policy
- Job Posting
- Severance Program and Policies
- Norplex Oak Severance Program and Policies
- Employee Assistance Program

10/26/95  
Doc. #33629 v5

**Schedule 4.11 (Continued)**  
**Employee Benefit Plans**

Adoption Program  
Matching Gifts Program  
Safety Equipment Allowance  
Patent Awards  
Credit Unions  
Payroll Deductions for US Savings Bonds Program

IV) BONUS PROGRAMS

- A) Sales Incentive Plan -- 1 employee -- AlliedSignal retained liability
- B) Reference is made to Schedule 6.1(d)

10/26/95  
Doc. #33629 v5

**Schedule 4.12**  
**Employees**

**Part I - Employees**

See attached list.

Consultants: NONE

Agents: See sales representative agreements in Schedule 4.7 Contracts.

**Part II - Employment claims and litigation**

Reference is made to Schedule 4.9, Litigation.

10/26/95  
Doc. #33629 v5

ATTACHMENT TO SCHEDULE 4.1  
 LIST OF FLUORGLAS  
 EMPLOYEES

LNAME	FNAME	S U M I F	BASE RATE	ANNUAL BASE	SEC-TOR
ALBRYCHT	HERBERT	H	11.73	24,398.40	EMS
BARBER	STEVEN	W	14.20	29,536.00	EMS
BARTHOLDI	VINCENT	P	11.73	24,398.40	EMS
BARTLETT	EVERETT	W	12.10	25,168.00	EMS
BATES	ERNEST	H	11.73	24,398.40	EMS
BEAUMONT	PAUL	J	5,308.34	63,700.08	EMS
BENKOSKI	ROBERT	J	13.93	28,974.40	EMS
BETIT	SCOTT	A	11.73	24,398.40	EMS
BEWHER	ALBERTUS	A	6,666.67	80,000.04	EMS
BISSON	CAROL	J	11.73	24,398.40	EMS
BOLDUC	DANIEL	A	7,083.33	84,999.96	EMS
BORNT	ALAN	J	11.02	22,921.60	EMS
BRAMAN	RONALD	C	11.73	24,398.40	EMS
BRENESTUHL	PAIGE	W	11.02	22,921.60	EMS
BRIGGS	JOHN	W	14.20	29,536.00	EMS
BROGUE	BARRY	W	11.73	24,398.40	EMS
BROGUE	SHARI	M	1,866.67	22,400.04	EMS
BROMIRSKI	RICHARD	A	11.73	24,398.40	EMS
BROWN	JOHN	M	4,052.50	48,630.00	EMS
BROWN	RICHARD	H	3,641.66	43,699.92	EMS
BROWNELL	KENNETH	E	3,791.66	45,499.92	EMS
BRUNDIGE	KEVIN	J	11.73	24,398.40	EMS
CALHOUN	MARK	P	11.73	24,398.40	EMS
CALHOUN	SHIRLEY	A	11.73	24,398.40	EMS
CALLAHAN	DENNIS	W	11.73	24,398.40	EMS
CALLAHAN	MICHAEL	D	12.51	26,020.80	EMS
CARDILLO	LOUIS	A	11.37	23,649.60	EMS
CARELLI	CHARLES	P	13.96	29,036.80	EMS
CARKNARD	EDWARD	P	11.73	24,398.40	EMS
CARKNARD	LAWRENCE	W	11.73	24,398.40	EMS
CIPPERLY	GLENN	A	11.73	24,398.40	EMS
CIPPERLY	KENNETH	A	11.73	24,398.40	EMS
CIUK	LOUISE	R	11.02	22,921.60	EMS
CLARK	JAMES	C	11.73	24,398.40	EMS
CLYDE	ROBERT	S	12.90	26,832.00	EMS
CONNOR	CHRISTOPHER	J	3,900.00	46,800.00	EMS
DELUCA	BARBARA	J	1,975.00	23,700.00	EMS
DRAKE	DANIEL	J	11.73	24,398.40	EMS
DROZDAL	RUSSELL	J SR	11.73	24,398.40	EMS
ELLIS	ROBERT	G	6,416.67	77,000.04	EMS
ELWELL	ROBERT	W	11.73	24,398.40	EMS
FERRANNINI	ROBERT	W	12.12	25,209.60	EMS
FITZPATRICK	NEIL	H	4,008.34	48,100.08	EMS
FITZPATRICK	JOHN	JR	12.90	26,832.00	EMS
FLANDERS	DAVID	H	11.73	24,398.40	EMS
FLYNN	KAREN	C	1,525.00	18,300.00	EMS
FOSTER	JOHN	D	11.73	24,398.40	EMS
FRALEY	WILLIAM	A	3,841.67	46,100.04	EMS



LNAME	FNAME	S M U I F	BASE RATE	ANNUAL BASE	SEC- TOR
FREDERICKSON	CLIFFORD		16.90	35,152.00	EMS
FREEMAN	PETER	A	11.37	23,649.60	EMS
FREEMAN	SCOTT	M	10.00	20,800.00	EMS
GATES	ROXANE	R	11.73	24,398.40	EMS
GOODERMOTE	CHRISTIAN		12.90	26,832.00	EMS
GOODERMOTE	RAY	M	11.37	23,649.60	EMS
GOYER	BRIAN	J	14.20	29,536.00	EMS
GRIFFITH	STEVEN	A	11.73	24,398.40	EMS
GROBUSKI	JOSEPH	E	11.73	24,398.40	EMS
GROBUSKI	ROBERT		11.37	23,649.60	EMS
GROBUSKI	STEPHEN	T	11.73	24,398.40	EMS
GROGAN	GARY		11.73	24,398.40	EMS
GROGAN	JAMES	A	11.73	24,398.40	EMS
GUILLE	GEORGE	H JR	11.73	24,398.40	EMS
GUY	PHILLIP	C	5,375.00	64,500.00	EMS
HALE	DONALD	C	11.37	23,649.60	EMS
HAMILTON	ROBERT	F	3,375.00	40,500.00	EMS
HARRIS	MICHAEL	A	11.73	24,398.40	EMS
HARRIS	PAUL		13.93	28,974.40	EMS
HASEMAN	GLENN	A	3,950.00	47,400.00	EMS
HASEMAN	VIRGINIA	H	11.02	22,921.60	EMS
HASKELL	ALAN	B	11.73	24,398.40	EMS
HAUSER	RICHARD	A	4,333.34	52,000.08	EMS
HAYDEN	JOHN	J	4,158.34	49,900.08	EMS
HAYNES	KELLY	A	11.73	24,398.40	EMS
HENDRICKSON	ROBERT	W	13.93	28,974.40	EMS
HERRINGTON	CHARLES		11.37	23,649.60	EMS
HICKEY	JOHN	H	11.73	24,398.40	EMS
HICKEY	NANCY	P	11.73	24,398.40	EMS
HICKEY	SUE	A	11.73	24,398.40	EMS
HOAG	JOSEPH	G	11.37	23,649.60	EMS
HOAG	VERONICA		11.73	24,398.40	EMS
HOOGES	WILLIAM	L	11.73	24,398.40	EMS
HOUGHTON	JOHN	W	11.37	23,649.60	EMS
HOUGHTON	HERTON	W	13.93	28,974.40	EMS
HOWE	JEFF	M	3,841.67	46,100.04	EMS
HURLEY	ANDREW	R	11.73	24,398.40	EMS
HYDE	ARTHUR		16.11	33,508.80	EMS
HYDE	JAMES	F	3,008.34	36,100.08	EMS
INSCO	LEONARD	P	13.29	27,643.20	EMS
JANSEN	DIANA	E	11.02	22,921.60	EMS
JANSEN	WERNER	A	3,941.66	47,299.92	EMS
JOHNSON	LLOYD	V JR	16.11	33,508.80	EMS
JONES	STEVEN	H	11.37	23,649.60	EMS
KAJIFMANN	GEORGE	S	11.73	24,398.40	EMS
KEESE	FRANK	M	4,005.00	48,060.00	EMS
KIMBALL	DARREN	R	11.73	24,398.40	EMS
KING	FAITH	A	11.37	23,649.60	EMS

LNAME	FNAME	S M I F	BASE RATE	ANNUAL BASE	SEC- TOR
KIPP	DAVID		11.73	24,398.40	EMS
KIPP	JILL	A	1,862.50	22,350.00	EMS
KOEBLER	RICHARD	P	12.90	26,832.00	EMS
KUGLER	KEVIN	M	13.93	28,974.40	EMS
LA PERLE	LEO	H	11.73	24,398.40	EMS
LA ROCHE	LEO	J	11.73	24,398.40	EMS
LAPORTE	PATRICIA	A	3,125.00	37,500.00	EMS
LAMSON	TIMOTHY	J	11.73	24,398.40	EMS
LEBARRON	KATHLEEN	E	11.37	23,649.60	EMS
LEBARRON	LARRY	D	11.73	24,398.40	EMS
LEESEMAN	MARILYN	G	2,150.00	25,800.00	EMS
LENSETH	KENNETH	P	4,650.00	55,800.00	EMS
LENYK	RICHARD	M	6,850.00	82,200.00	EMS
LITTLEFIELD	JOHN	L	11.73	24,398.40	EMS
LITTLEFIELD	EVA	D	2,029.17	24,350.04	EMS
MAGISANO	WAYNE	L	11.73	24,398.40	EMS
MANCHESTER	KEVIN	L	4,225.00	50,700.00	EMS
MARCOUX	ERNEST		14.20	29,536.00	EMS
MAYER	JOSEPH		11.73	24,398.40	EMS
MC NAIR	EUGENE	S	11.73	24,398.40	EMS
MCDONALD	THOMAS	V	4,283.34	51,400.08	EMS
MCGARVIN	PATRICIA	J	1,920.84	23,050.08	EMS
MCGUIRE	EDWARD	P	11.73	24,398.40	EMS
MCGUIRE	MICHAEL	T	14.67	30,513.60	EMS
MCGUIRE	PATRICK	A	11.73	24,398.40	EMS
MCHAIR	GEAN		11.73	24,398.40	EMS
MELESKY	LINDA	K	2,025.00	24,300.00	EMS
MERKEL	GERALD	R	6,816.67	81,800.04	EMS
MERRELL	MARK	V	5,016.67	60,200.04	EMS
MERRILL	DOUGLAS	P JR	4,166.66	49,999.92	EMS
MICLETTE	JOHN	A	11.37	23,649.60	EMS
MILLIMAN	ROBERT	T JR	11.37	23,649.60	EMS
MINKLER	CURTIS	J JR	14.20	29,536.00	EMS
MORGELLO	ALICE	B	1,862.50	22,350.00	EMS
MORIN	PEGGY	A	1,691.67	20,300.04	EMS
MORIN	RAYMOND		11.73	24,398.40	EMS
MORIN	TIMOTHY	P	11.02	22,921.60	EMS
MULLEN	ANN		11.02	22,921.60	EMS
MULVIHILL	FRANK	P	11.73	24,398.40	EMS
NAPOLI	PAUL		4,166.67	50,000.04	EMS
NAYAR	SATBIR	S	4,659.17	55,910.04	EMS
NILES	ROBERT	F	11.37	23,649.60	EMS
NOBLE	BERTILLA	M	11.73	24,398.40	EMS
NOONAN	WILLIAM	E JR	8,333.34	100,000.08	EMS
NORTH	LEON	B JR	11.37	23,649.60	EMS
NORTON	JEFFREY	M	11.73	24,398.40	EMS
NOYAK	ROBERT	S	5,633.34	67,600.08	EMS
O'BRIEN	DENNIS	C	11.73	24,398.40	EMS

LNAME	FNAME	S M U I F	BASE RATE	ANNUAL BASE	SEC- TOR
ORDWAY	TIMOTHY	A	11.73	24,398.40	EMS
OSTERHOUT	WILLIAM	J	6.50	13,520.00	EMS
PARKER	DANIEL	P	11.73	24,398.40	EMS
PECKHAM	HAROLD	L	11.73	24,398.40	EMS
PENNUCCI	JOSEPH		11.73	24,398.40	EMS
PENSYL	MYRON		11.73	24,398.40	EMS
PHILLIPS	GEORGE		11.02	22,921.60	EMS
PHILLIPS	LYNWOOD		11.73	24,398.40	EMS
PIERCE	MARYANN		11.73	24,398.40	EMS
POWERS	ANNETTE	M	2,395.84	28,750.08	EMS
POWERS	JAMES		11.73	24,398.40	EMS
PRATT	DOUGLAS	W	3,125.00	37,500.00	EMS
PROVENSAL	WILLIAM		12.90	26,832.00	EMS
PUGLIESE	COLLEEN	L	11.02	22,921.60	EMS
RADCLIFFE	BARBARA		11.73	24,398.40	EMS
RANCOURT	MICHAEL		12.50	26,000.00	EMS
RICE	WILLIAM	L	11.37	23,649.60	EMS
RICHARD	HERNAS	J	4,783.34	57,400.08	EMS
RIMKUNAS	STANLEY	J	4,425.00	53,100.00	EMS
ROBINSON	SUSAN		11.37	23,649.60	EMS
RUDIIS	FRANCES		11.02	22,921.60	EMS
SARGOOD	CHRISTOPHER	A	11.37	23,649.60	EMS
SARGOOD	WILLIAM	SR	11.73	24,398.40	EMS
SCHHOOP	RANDY	A	11.73	24,398.40	EMS
SCRIBER	CHARLES	W	13.29	27,643.20	EMS
SERRE	HENRY	A	4,023.33	48,279.96	EMS
SHAYS	PHYLLIS	E	11.73	24,398.40	EMS
SHERMAN	PHILLIP		11.73	24,398.40	EMS
SHUHART	DAVID	F	11.73	24,398.40	EMS
SHITH	DONALD	R	11.73	24,398.40	EMS
SMITH	GAIL	M	2,450.00	29,400.00	EMS
SMITH	JOSEPH	J JR	14.20	29,536.00	EMS
SPRAGUE	JOANN		1,754.17	21,050.04	EMS
SPRAGUE	TERRY	E	11.73	24,398.40	EMS
SPRAGUE	WALTER	J JR	4,133.34	49,600.08	EMS
SPRINGER	JOSEPH	G	3,433.34	41,200.08	EMS
SPRINGER	LINDA	L	14.20	29,536.00	EMS
SPRINGER	ROLAND	L	11.73	24,398.40	EMS
STEWART	JOANNE		11.02	22,921.60	EMS
SURDAM	GERALD	A	14.20	29,536.00	EMS
TATE	DONALD		11.73	24,398.40	EMS
TATE	RONALD		11.73	24,398.40	EMS
TELFORD	NORMAN	C SR	11.73	24,398.40	EMS
THOMAS	RANDY	L	11.37	23,649.60	EMS
THORPE	BEVERLEY	C	11.00	22,880.00	EMS
THURBER	MARILYNN		11.73	24,398.40	EMS
TILLEY	RAYMOND	JR	11.73	24,398.40	EMS
VANDERKAR	JANET	V	2,139.59	25,675.08	EMS
Trine	Rich		4,516.66	54,200.00	EMS

LNAME	FNAME	S M U I F	JR	BASE RATE	ANNUAL BASE	SEC- TOR
VAR	WESLEY		JR	11.73	24,398.40	EMS
WAGNER	TIMOTHY			11.37	23,649.60	EMS
WATSON	TODD	L		16.11	33,508.80	EMS
WEATHERWAX	BRYAN	L		11.37	23,649.60	EMS
WEBSTER	RAYMOND	L		11.73	24,398.40	EMS
WEEDEN	SALLY	A		1,904.17	22,850.04	EMS
WERNER	ELAINE			14.20	29,536.00	EMS
WHITE	JOZSEF			11.73	24,398.40	EMS
WHITTON	BRIAN	P		11.73	24,398.40	EMS
WILDER	RONALD	J		11.73	24,398.40	EMS
WILWOL	ANDREW			11.37	23,649.60	EMS
WOODCOCK	JOSEPH	E		11.73	24,398.40	EMS
WYSOCKI	SHARON	L		11.37	23,649.60	EMS
YANKUS	THOMAS	C		4,333.34	52,000.08	EMS
YAVANISKI	EDWARD	V	JR	4,166.66	49,999.92	EMS
YOUNG	BEVERLY			11.02	22,921.60	EMS
YUREWITCH	THOMAS			11.02	22,921.60	EMS
	CARL	F		11.73	24,398.40	EMS
	ROLAND		JR	11.37	23,649.60	EMS
	TERRY	W		11.73	24,398.40	EMS
	JOHN	J		14.67	30,513.60	EMS
	WILLIAM			11.02	22,921.60	EMS

**Schedule 4.13**  
**Undisclosed Liabilities**

NONE

10/26/95  
Doc. #33629 v5

**Schedule 4.14**  
**Compliance with Law**

Reference is made to Schedule 4.10, Health, Safety and Environmental Disclosure

10/26/95  
Doc. #33629 v5

**Schedule 4.15**

**Consents**

The Permits and Licenses identified in Schedule 4.10 require Purchaser to file applications for transfer or reissuance.

Federal Government requirements under the Hart Scott Rodino Antitrust Improvements Act of 1976.

As specifically identified in Schedule 4.7, certain contracts require consent of the other party for assignment of the contract.

10/26/95  
Doc. #33629 v5

**Schedule 4.17**  
**Permits and Licenses**

All material Permits and Licenses are expressly identified in Schedule 4.10, Health, Safety and Environmental Disclosure.

10/26/95  
Doc. #33629 v5



**Schedule 4.18(a)(i)**  
**Facilities**

(i) The Facilities.

Facilities owned by Seller and currently used primarily for the operation of the Business:

Facilities at the following locations in Hoosick Falls, NY:

14 McCaffrey Street  
Liberty Street  
John Street  
River Road I  
River Road II

10/26/95  
Doc. #33629 v5