PLAINTIFF'S EXHIBIT

MAR-262

October 16, 1986

Phillip L. Jackson, Esq.
Shearman & Sterling
53 Wall Street
New York, N. Y. 10005

Dear Phil:

Enclosed please find the following documents:

1. Certificate pursuant to Section 2.1.2 of the Stock Purchase Agreement signed by Ken Cornelius.

2. Certificate of Secretary and Corporate Counsel signed by me.

3. Certificate of Vice President and Chief Financial Officer signed by Ken.

4. Three copies of the Escrow Agreement signed by Continental Bank and Maremont.

5. Two copies of the side letter relating to the Escrow Agreement signed by Maremont.

6. Opinion letter of counsel called for by Exhibit 18 to the Letter.

7. Two copies of cancellation of Tax Sharing Agreement between AOA and Maremont.

At the closing, please have the Escrow Agreements and the side letters executed by AOA and send me two fully executed Escrow Agreements and one fully executed side letter. Also, please return one cancelled Tax Sharing Agreement.

Very truly yours,

Jonathan H. Sherr
Corporate Counsel

JHS:ps
Encl.

MAREMONT CORPORATION

Certificate of Secretary and
Corporate Counsel

I, Jonathan H. Sherr, hereby certify that I am the Secretary and Corporate Counsel of Maremont Corporation, a Delaware corporation, and DO HEREBY FURTHER CERTIFY that:

1. I have reviewed the Stock Purchase Agreement (the "Agreement") dated August 29, 1986 between Alusuisse of America, Inc. and Arvin Industries, Inc., and the Letter, together with the exhibits thereto (the "Letter"), referred to in the Agreement.

2. To the best of my knowledge, at and as of the date hereof the information set forth in the Letter is complete and correct in all material respects and such Letter does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading.

I call your attention to the event which occurred after the date of the Letter and which is attached as Exhibit A.

IN WITNESS WHEREOF, I have executed this Certificate on this day of October, 1986.

Jonathan H. Sherr

EXHIBIT A

Paragraph 5 of Exhibit 29 to the Letter references a possible environmental issue at Maremont's former leased facility at Paulding, Ohio. In October, 1986, Maremont was notified by the owner of the Paulding, Ohio property (which was leased by Maremont from 1954-1977) that the owner intends to bring a lawsuit against Maremont and Nuturn Corporation, Maremont's successor to the brake business, alleging that Maremont and Nuturn disposed of hazardous waste at the premises in Paulding and are liable for the costs of removal of such waste and other damages. At a meeting on October 14, 1986, both Maremont and Nuturn were given two letters signed by the attorney for the owner which letters purported to give notice under federal environmental statutes that within 60 days and 90 days respectively the owner will bring suit because of the alleged past handling, storage and disposal of hazardous waste.

MAREMONT CORPORATION

Certificate of Vice President and
Chief Financial Officer

I, Kenneth C. Cornelius, hereby certify that I am the Vice President and Chief Financial Officer of Maremont Corporation, a Delaware corporation, and DO HEREBY FURTHER CERTIFY that:

1. I have reviewed the Stock Purchase Agreement (the "Agreement") dated August 29, 1986 between Alusuisse of America, Inc. and Arvin Industries, Inc., and the Letter, together with the exhibits thereto (the "Letter"), referred to in the Agreement.

2. To the best of my knowledge, at and as of the date hereof the information set forth in the Letter is complete and correct in all material respects and such Letter does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading.

I call your attention to the event which occurred after the date of the Letter and which is attached as Exhibit A.

IN WITNESS WHEREOF, I have executed this Certificate on this day of October, 1986.

Kenneth C. Cornelius

EXHIBIT A

Paragraph 5 of Exhibit 29 to the Letter references a possible environmental issue at Maremont's former leased facility at Paulding, Ohio. In October, 1986, Maremont was notified by the owner of the Paulding, Ohio property (which was leased by Maremont from 1954-1977) that the owner intends to bring a lawsuit against Maremont and Nuturn Corporation, Maremont's successor to the brake business, alleging that Maremont and Nuturn disposed of hazardous waste at the premises in Paulding and are liable for the costs of removal of such waste and other damages. At a meeting on October 14, 1986, both Maremont and Nuturn were given two letters signed by the attorney for the owner which letters purported to give notice under federal environmental statutes that within 60 days and 90 days respectively the owner will bring suit because of the alleged past handling, storage and disposal of hazardous waste.

CONTINENTAL BANK
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
Trust and Investment Services
30 NORTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

Escrow No. 12-01237-2

ESCROW AGREEMENT

To: Continental Illinois National Bank and Trust Company of Chicago
Trust and Investment Services
Corporate Trust Division, Escrow Section
30 North LaSalle Street—10th Floor
Chicago, Illinois 60693

The following property is deposited with you by the undersigned, Alusuisse of America, Inc. ("AOA"):

Wire transfer of federal funds or delivery of a cashier's or certified check in the amount of $3,806,550.00. The aforesaid property is to secure the payment by AOA of the amounts to the individuals set forth in Exhibit A attached hereto and made a part hereof.

As Escrowee, you are hereby directed to hold, deal with and dispose of the aforesaid property and any other property at any time held by you hereunder in the following manner, subject however, to the terms and conditions hereinafter set forth:

(a) Upon your receipt of one or more certificates from Maremont Corporation, 200 East Randolph Drive, Chicago, Illinois 60601, or, if Maremont is merged or liquidated into Arvin Industries, Inc., from Arvin Industries, Inc., signed by any one of the following individuals (and such other officer(s) of Maremont Corporation or, if Maremont is merged or liquidated into Arvin Industries, Inc., such officers of Arvin Industries, Inc., as AOA may specify to you in writing; any such officer being referred to herein as an "Authorized Officer"):

Byron O. Pond	Chairman of the Board, President & Chief Executive Officer
Kenneth C. Cornelius	Vice President & Chief Financial Officer
Francis J. Drew	Vice President & Controller
Jonathan H. Sherr	Secretary

certifying that AOA has, with respect to any individual specified in Exhibit A, failed to pay when due the amount of "Sales Bonus" set forth in Exhibit A opposite such individual's name, you shall promptly remit to such individual(s) listed in the certificate such amount(s). Such remittance(s) shall be made by sending a check by registered or certified mail, return receipt requested, to the individual at the address shown on Exhibit A, or as otherwise directed in the certificate. Copies of such remittances shall be mailed to Maremont Corporation, attention Secretary, and to AOA, attention Executive Vice President.

(b) Upon your receipt of one or more certificates from Maremont Corporation (or, in the event of a merger, from Arvin Industries, Inc.) signed by an Authorized Officer requesting that you release from escrow the amount(s) specified in such certificate(s), you shall promptly remit such amounts including any earnings attributable thereto, to AOA. When the total balance in the escrow account has been disbursed pursuant to clause (a) above and/or this clause (b), you shall terminate this escrow.

(c) You shall invest the aforesaid property in the CINB money market account.

[redacted]

ou shall be paid a reasonable fee for your services and reimbursed for your costs and expenses hereunder by AOA.

9. If your fees, costs, expenses, or reasonable attorney's fees provided for herein, are not promptly paid, you shall have the right to sell the property held hereunder and reimburse yourself therefor from the proceeds of such sale or from the cash held hereunder.

10. It is understood that you reserve the right to resign as Escrowee at any time by giving written notice of your resignation, specifying the effective date thereof, to each of the undersigned. Within 30 days after receiving the aforesaid notice, the undersigned agree to appoint a successor Escrowee to which you may distribute the property then held hereunder, less your fees, costs and expenses. If a successor Escrowee has not been appointed and has not accepted such appointment by the end of the 30-day period, you may apply to a court of competent jurisdiction for the appointment of a successor Escrowee, and the costs, expenses and reasonable attorneys' fees which you incur in connection with such a proceeding shall be paid by [redacted] AOA.

11. If, by its terms, this escrow shall not have previously terminated, then it shall terminate on December 31, 1987, at which time the property then held hereunder, less your fees, costs and expenses shall be distributed in the following manner:

To AOA.

12. This escrow agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois.

13. The undersigned Escrowee hereby acknowledges receipt of the property described in the above Escrow Agreement and agrees to hold, deal with and dispose of said property and other property at any time held by it hereunder in accordance with the foregoing Escrow Agreement.

14. Executed this _____ day of October, 1986 at Chicago, Illinois.

Parties to Escrow	Addresses
ALUSUISSE OF AMERICA, INC.	499 Park Avenue, 26th Floor
By:	New York, New York 10022
MAREMONT CORPORATION	200 East Randolph Drive
By:	Chicago, Illinois 60601

ATTEST:

Trust Officer

Continental Illinois National Bank and Trust Company of Chicago, Escrowee

By: W. R. Mull, Jr. SECOND Vice President

EXECUTED IN 3 COPIES

200 EAST RANDOLPH DRIVE, CHICAGO, ILLINOIS 60601 • 312/861-4000

MAREMONT
CORPORATION

JONATHAN H. SHERR
Secretary and
Corporate Counsel
312/861-4053

October , 1986

Arvin Industries, Inc.
1531 Thirteenth Street
Box Number 3002
Columbus, Indiana 47202

Gentlemen:

I am Corporate Counsel of Maremont Corporation (the "Company") and this opinion is given in connection with the sale of the stock of Maremont Corporation to Arvin Industries, Inc.

As counsel for Maremont Corporation, I have made such investigations and I have examined such documents and records as I consider necessary for the purposes of the opinion hereinafter set forth.

1. The Company is a corporation validly existing and in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and carry on its business in all material respects as presently owned or conducted, and is in good standing as a foreign corporation and licensed or qualified to transact business in each jurisdiction in which the nature of the properties owned by it or the business transacted by it requires it to be so licensed or qualified, except those jurisdictions, if any, in which the failure to so qualify would not have a material adverse effect on the business, operations or financial condition of the Company.

2. The number of shares of authorized and outstanding capital stock of the Company and each of the domestic Subsidiaries referred to in Exhibit 4 to the Letter and all such outstanding shares referred to therein have been duly and validly issued, are fully paid and non-assessable and, other than directors' qualifying shares, are owned of record by the person or persons indicated on said Exhibit 4, and, as to such Subsidiaries, to the extent owned by the Company, directly or indirectly, are owned free and clear of any lien, charge, encumbrance or other security interest, and there are not outstanding any securities of the Company or any such Subsidiary convertible into or exchangeable for any shares of capital stock or other securities of the Company or other rights entitling any third party to acquire from the Company or any such Subsidiary shares of capital stock or other securities of the Company or such Subsidiary except as set forth in Exhibit 24 to the Letter.

Very truly yours,

Jonathan H. Sherr
Corporate Counsel

JHS:ps

TERMINATION OF TAX SHARING AGREEMENT

Alusuisse of America, Inc. and Maremont Corporation hereby agree to terminate, effective as of October 17, 1986, the Tax Sharing Agreement, effective as of January 1, 1981, as amended, between them and also agree that neither of them shall have any further rights, responsibilities or obligations thereunder as of such date.

IN WITNESS WHEREOF the parties have agreed to and executed this document this 17th day of October 1986.

ALUSUISSE OF AMERICA, INC.

By_____

MAREMONT CORPORATION

By_____

October 17, 1986

Maremont Corporation
200 East Randolph Drive
Chicago, Illinois 60601

Gentlemen:

Reference is made to the Escrow Agreement between the undersigned corporation and Continental Illinois National Bank and Trust Company of Chicago, (the "Escrow Agent") a copy of which is attached hereto as Annex 1 (the "Escrow Agreement"). This letter is to confirm your agreement that you will not deliver to the escrow agent under the Escrow Agreement any certificate specifying default in payment by us of any Sales Bonuses specified in Exhibit A to the Escrow Agreement without having first made demand for payment to us in a timely manner and without having first given us notification of your intention to deliver such a certificate within a reasonable amount of time prior to such delivery. You further agree that upon receipt by you of checks from us to cover any Sales Bonuses specified in Exhibit A to the Escrow Agreement, you will (unless we agree otherwise) promptly deliver to the Escrow Agent a certificate(s) instructing the Escrow Agent to release from escrow an amount equal to the amount of such checks (including any earnings attributable to such amount).

Please confirm your agreement with the foregoing by signing and returning to us the duplicate copy of this letter enclosed herewith.

Very truly yours,

Alusuisse of America, Inc.

By_____

Agreed as of the date
first above written:

Maremont Corporation

By_____