

PLAINTIFF'S EXHIBIT

DC-35

Meredson EP EX NO. 3
FOR ID. AS OF 4/28/92

THIS AGREEMENT is made this 23rd day of June, 1964, by
and between

SMITH AND KANZLER CORPORATION, a corporation
of the State of New Jersey, having its place
of business at Linden, New Jersey,

hereinafter called the "Corporation"; and

ADELE REALTY CORP., a corporation of the State
of New Jersey, having its place of business
at Linden, New Jersey,

hereinafter called "Adele"; and

LEONARD DIENER, of Elizabeth, New Jersey, and
JUDA DIENER, of Elizabeth, New Jersey,

hereinafter called the "Stockholders," all of the aforesaid
being hereinafter collectively referred to as the "Sellers"; and

VICTOR MANUFACTURING & GASKET COMPANY, a
corporation of the State of Illinois, having
its place of business at Chicago, Illinois,

hereinafter called the "Buyer."

WHEREAS, the Corporation is engaged in the business of
manufacturing asbestos products and Spray Craft materials,
having its place of business at 1414 East Linden Avenue, Linden,
New Jersey; and

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EXHIBIT

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8/8/90
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WHEREAS, Adale is the owner of certain real estate at the said address; and

WHEREAS, the Sellers desire to sell, and the Buyer desires to buy, the property of the Sellers as more particularly hereinafter set forth,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, and the mutual covenants herein contained, the parties hereto do hereby agree with each other as follows:

1. The Sellers agree to sell and at the closing to transfer and deliver to the Buyer, and the Buyer agrees to buy from the Sellers, all of the following:

(a) All of the personal property, machinery, and equipment owned by the Corporation and located at the Corporation's plant at 1414 East Linden Avenue, Linden, New Jersey, and more particularly set forth in Schedule A.

(b) All trademarks and trade names described and listed in Schedule B.

(c) All Spray Craft franchised distributor agreements held by the Sellers, or any of

them, a list of which by name and address of each distributor is contained in Schedule C.

(d) All Underwriters Laboratories fire tests owned by the Sellers, or any of them, published in Spray Craft Bulletin No. 10 ASM, a list of which is contained in Schedule D.

(e) All formulae owned by the Sellers, or any of them, consisting of approximately 11, as contained in a single-copy book labeled "Formulae-Confidential" which book will be delivered to the Buyer at the closing.

(f) All foreign license agreements as listed in Schedule E.

All of the above schedules are attached hereto, identified by the signatures of the parties, and made a part hereof.

2. The Sellers agree to sell and at the closing to transfer and deliver to the Buyer, and the Buyer agrees to buy from the Sellers, good and merchantable title to the real property located at 1414 East Linden Avenue, Linden, Union County,

New Jersey, and all of the buildings erected and other improvements situated thereon, a description of which by metes and bounds is contained in Schedule F which is attached hereto, identified by the signatures of the parties, and made a part hereof, and Sellers shall deliver to the Buyer at the closing a plat of survey showing all buildings and improvements situated on the said real property.

3. All personal property owned by the Corporation, which is located on the premises at 1414 East Linden Avenue, Linden, New Jersey, and used in connection with the Corporation's business, and which is not herein specifically excluded, is included in this sale even though the same may not be specifically mentioned herein.

4. The price which the Buyer agrees to pay by certified check at the closing, and which the Sellers agree to accept, for the real and personal property above described, is the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00), which check shall be made payable to the Corporation.

5. In addition to the property set forth in the several schedules attached hereto and in addition to the purchase price hereinabove stated, the Sellers agree to sell and the Buyer agrees to purchase and pay for:

(a) All of the accounts receivable set forth in Schedule G, which the parties hereto will sign at the closing and which they agree shall have the same effect as if annexed hereto and made a part hereof.

(Said accounts receivable shall not include a Letter of Credit in the sum of Twenty Thousand Dollars (\$20,000.00) made by Nippon Asbestos Corporation of Tokyo, Japan, which Letter of Credit shall be and remain the property of the Corporation.) The price which the Buyer agrees to pay for the said accounts receivable, and which the Sellers agree to accept for the same will be the aggregate amount owing on the date of closing of all of the accounts receivable set forth in said Schedule G. The Buyer shall make diligent effort to collect the accounts receivable and shall give quarterly reports to the Corporation of all delinquent or doubtful accounts. The Sellers shall upon the request of the Buyer cooperate with the Buyer in endeavoring to effect collection. If all of the accounts receivable as set forth in Schedule G shall

not have been collected by the Buyer within six months from the date of closing, then the Buyer at its option, may return, transfer, and assign such uncollected account or accounts to the Sellers, and the Sellers shall thereupon pay, or shall instruct the escrowee to pay, to the Buyer the aggregate amount of the said uncollected account or accounts receivable.

- (b) All of the inventory which will be set forth in a Schedule H to be attached hereto and made a part hereof, said inventory to be taken by a representative of each of the Buyer and Sellers commencing June 25, 1964. All raw materials shall be priced, after inspection, at an agreed valuation which shall not exceed cost, and all finished products shall be priced at anticipated selling price less thirty-five percent (35%).

6. In addition to the foregoing, the Buyer agrees to assume an obligation of the Corporation to pay for certain machinery which has heretofore been ordered by the Corporation pursuant to purchase orders which are listed in Schedule I attached hereto, which said machinery is in the process of

being delivered, and has not yet been paid for.

7. All of the above mentioned schedules of personal property and the real property shall be signed by the Buyer and the Sellers, whether or not attached to this Agreement, and the schedules so signed shall be effective and binding upon the parties hereto to the same extent as if all such schedules were annexed to this Agreement.

8. The following are expressly excluded from this sale and shall be retained by the Corporation:

- (a) Letter of Credit made by Nippon Asbestos Corporation of Tokyo, Japan, in the sum of Twenty Thousand Dollars (\$20,000.00).
- (b) The Cadillac automobile which is used by Leonard Diener.
- (c) Any and all of Leonard Diener's personal papers and files which may be located at the aforesaid 1414 East Linden Avenue, Linden, New Jersey premises.

9. The Sellers shall pay and satisfy all of the Corporation's obligations of every nature, including all bills and accounts payable existing on June 30, 1964, and shall indemnify the Buyer against all liability with respect to any

and all obligations of the Corporation whether matured or unmatured arising out of any act, action, business transaction, or situation existing on or prior to the date of closing.

10. The Buyer and Sellers each represent to the other that no broker was involved in negotiating or otherwise has any interest in this transaction. The Buyer and Sellers each hereby indemnify the other against liability for any brokerage commission arising out of its or their acts.

11. The Sellers, jointly and severally, make the following representations and warranties:

A. That the Corporation and Adela are corporations duly organized, validly existing, and in good standing under the laws of the State of New Jersey, and that both said corporations have the full right, power and authority to carry on their respective businesses as each said corporation's business is now being conducted without any grant of permission, license, franchise, or authority from any other person; that to the best of sellers' knowledge, neither said corporation is, nor has it been required or notified to be, qualified to do business as a foreign corporation in any other state in order to carry on their respective businesses as each such business is now being conducted.

B. That the Corporation has no subsidiaries, and that all of its issued and outstanding capital stock is owned by the following two persons in the proportions indicated:

Leonard Diener - 1/2 thereof

Juda Diener - 1/2 thereof

C. That Adele has no subsidiaries, and that all of its issued and outstanding capital stock is owned by the following persons in the proportions indicated:

Leonard Diener - 1/2 thereof

Juda Diener - 1/2 thereof

D. That Adele is the owner in fee simple of all of the real estate and that the Corporation has full and unencumbered title to all of the personal property to be purchased by the Buyer under this Agreement and that Adele and the Corporation have, respectively, the authority to transfer and convey the said real estate and personal property, and that none of said real estate and personal property is affected by any encumbrance, mortgage, conditional sales agreement, judgment, lien (including, but not limited to, any mechanic's lien), or right or claim of any third party.

E. That the Sellers are solvent.

F. That no litigation, suit or involuntary proceeding

is pending, or, to the knowledge of the Sellers, threatened either against the Corporation or Adele, which might adversely affect the financial condition, business, or property of the Corporation or Adele, or against any one of the Sellers, which might adversely affect the ability of Sellers to fully perform this Agreement.

G. That there are no written contracts of employment between the Corporation and any officer or other employee, and all oral contracts of employment are terminable on not more than thirty days' notice.

H. That Sellers shall pay all amounts due to all of the Corporation's employees up to and including June 30, 1964, and vacation pay due to all of the Corporation's employees for the summer of 1964, which vacations shall commence on June 29, 1964 and end the week of July 6, 1964.

I. That there is no formal or informal pension plan or arrangement in existence for the Corporation's employees.

J. That the copies of the Corporation's/ income tax and of Adele's returns for the fiscal years ending February 28, 1959 through February 28, 1964, furnished by the Sellers to the Buyer, are true copies of the originals as filed.

K. That the Corporation is not a party to or subject to any obligation or any contract which cannot be cancelled on not more than thirty days' notice and without the payment of any penalty, fee, termination charge, or other amount.

L. That the Sellers know of no unusual factor or change in the Corporation's business or in the industry in which it operates that would threaten the business of the Corporation or the potential successful operation thereof.

M. That during the period of this Agreement to the date of closing, the Corporation will conduct its business in the usual and normal manner, and will not without the prior written consent of the Buyer make any unusual contracts, commitments, purchases, sales, changes or adjustments in wages, salaries, bonuses, or other compensation of employees or in list prices, or otherwise depart from the ordinary and normal course of business.

N. That the Corporation's inventories are of a good and merchantable quality which meet the current specifications and standards of the Corporation's business, and are of a kind and quantity usable or salable in the normal course of the Corporation's business.

12. The time fixed for the closing of this sale, and for the payment of the purchase price, is Wednesday, July 1.

1964, at the offices of Lasser and Lasser, 17 Academy Street, Newark, New Jersey, between 11 o'clock A.M., and 1 o'clock P.M. At such time the Buyer shall pay the purchase price, and the Sellers shall deliver to the Buyer the instruments hereinafter set forth.

13. All adjustments for municipal and other taxes, real and personal, insurance premiums (if the Buyer shall elect to take over the Sellers' policies), water charges, public utilities charges, shall be made as of June 30, 1964, and all claims and accounts which were incurred prior to July 1, 1964 shall be charged to and paid by the Sellers, and all claims and accounts which are incurred on or after July 1, 1964 shall be paid by the Buyer.

14. The Sellers shall at the closing and upon receipt of the purchase price deliver or cause to be delivered to the Buyer the following:

- (a) A Bill of Sale with covenants of warranty, with respect to all personal property purchased by the Buyer hereunder.
- (b) A General Warranty Deed duly executed and acknowledged by the President and Secretary of Adale, with respect to all real estate purchased by the Buyer hereunder, which shall be given in accordance with the contract for sale of said property, a copy of which is attached to and made a part of Schedule F annexed hereto.

(c) An Affidavit of Title dated as of the closing date, duly executed by the President of Adele, showing title of the said real estate in the said corporation and that no adverse changes have occurred in title.

(d) Such other instruments as will be proper or necessary to effect the sale, transfer, and delivery of title to the property purchased by the Buyer hereunder, or to otherwise perform this Agreement.

15. Sellers grant to the Buyer the right to use the present name of the Corporation or a similar name. Sellers shall furnish to the Buyer for filing with the Secretary of State of New Jersey a consent to the Buyer's use of such name. The Corporation shall cease using such name after the date of closing except for the purpose of completing its dissolution and liquidation. Notwithstanding the foregoing, if this Agreement is terminated on or before the closing date, the Buyer's right to use the Corporation's name shall immediately cease and the Buyer shall immediately effect the restoration to the Corporation of its right to said name.

16. Each of the Stockholders agrees that he will not, either directly or indirectly, as owner, employer, employee,

officer, or otherwise, engage in any business which is similar to or in competition with that of the Buyer, anywhere in the United States (excluding the States of Idaho, Montana, North Dakota, and South Dakota) as to the Spray Craft products, and anywhere in the United States east of the Mississippi River as to the other products of the Corporation, for the period of five years after July 1, 1964.

17. Sellers shall pay all sales, transfer, and documentary taxes, if any, payable in connection with sale, transfer, and conveyance of the property purchased by Buyer hereunder.

18. The warranties, representations, undertakings, obligations, liabilities, and agreements of the four several Sellers hereunder are joint and several.

19. The parties hereto agree that the sum of One Hundred Thousand Dollars (\$100,000.00) of the total purchase price payable hereunder shall be held by Aaron Lasser of Lasser and Lasser, attorneys, Newark, New Jersey, as escrowee, at no cost to the Buyer, and he is authorized to invest said sum in his name as escrowee in a savings account at the Howard Savings Institution of Newark, New Jersey, and in Central Home Trust Company of Elizabeth, New Jersey, and in such other savings institutions or banks as he may select, and, except as said sum or a portion thereof shall be paid over to the Buyer in accord-

ance with Paragraph 5 hereof, to hold the sum so invested for a period of one year after the closing of this sale. The said sum shall be held by the escrowee as security for and to indemnify the Buyer against any breach of this Agreement by the Sellers, provided that, said sum shall not be construed as a limitation upon any claim of the Buyer for damages arising out of any such breach of this Agreement. Should any such claim of the Buyer be pending one year after the closing of this sale, the escrowee shall, notwithstanding the foregoing, retain until the conclusion of any such controversy, by adjudication or otherwise, all or such portion of the said sum as may remain after the payment of any amount to the Buyer under Paragraph 5 hereof. All interest earned on said sum shall immediately be added to, become and be treated as a part of the principal sum. All undertakings, obligations, and conditions contained in this Agreement which are not performed on or before the date of closing, and all representations and warranties, shall survive the closing.

The Buyer agrees that it will give prompt notice in writing to the individual stockholders named herein as to any claim which it may have with respect to any breach or suspected breach of this Agreement, so that said stockholders may take whatever action may be necessary or proper to correct or to defend against such breach or suspected breach of this Agreement.

If any third party shall make any claim against the Buyer, which claim if successfully prosecuted would constitute a breach of this Agreement on the part of the Sellers, the Buyer shall promptly notify the individual stockholders of the fact of such claim, in writing, and shall furnish to them a true copy of such claim as presented to the Buyer. The said stockholders shall then have the privilege of defending against such claim, and the Buyer agrees to cooperate with them in such defense, and no settlement or compromise of any such claim shall be made without the consent and agreement of said stockholders named herein. If any such settlement or compromise shall adversely affect the business being sold hereunder, it shall also require the consent of the Buyer.

20. The Buyer is making this Agreement for and on behalf of a wholly owned subsidiary corporation to be formed by it under the name Smith & Kanzlar Company, which subsidiary corporation will be brought into existence under the laws of the State of New Jersey on or before the date of closing hereunder. The assets being purchased hereunder are to be transferred and conveyed to said subsidiary corporation and the purchase price to be paid hereunder will be paid by said subsidiary corporation. This Agreement will be assigned by the Buyer to said subsidiary corporation, and it is recognized by the parties hereto that the Buyer is a party hereto solely on behalf of and for the benefit of said subsidiary corporation, but the Buyer shall nevertheless remain fully liable hereunder until the payment of the full purchase price.

and shall no longer be a party hereto after payment of the purchase price hereunder.

21. This Agreement supersedes all prior agreements, understandings, and negotiations between or among the parties hereto.

IN WITNESS WHEREOF, the corporate parties hereto have caused these presents to be executed by their duly authorized officers, and their respective corporate seals to be hereto affixed, and the individual parties have signed and sealed this agreement as individuals, the day and year first above written.

SMITH AND KANZLER CORPORATION

Attest:

By:

Leonard I. Diener
Leonard Diener, President

Juda Diener
Juda Diener, Secretary

ADELE REALTY CORP.

Attest:

By:

Leonard I. Diener
Leonard Diener, President

Juda Diener
Juda Diener, Secretary

Witness:

Leonard I. Diener
Leonard Diener

Monica Zarlone

Juda Diener
Juda Diener

VICTOR MANUFACTURING & GASKET COMPANY

Attest:

By:

Wayne D. Neathery
Wayne D. Neathery, Vice-President

Raymond I. Geraldson
Raymond I. Geraldson, Ass't Sec.

SCHEDULE A

ATTACHED TO AGREEMENT OF JUNE 23, 1964
BETWEEN SMITH AND KANZLER CORPORATION,
ET AL. AND VICTOR MANUFACTURING & GASKET
COMPANY

1. Paper Manufacturing Equipment:

This equipment consists of two cylinder vat type papermaking machines. Machine No. 1 producing 42" wide material in full operation and Machine No. 2 for production of 86" wide material which is now in process of being erected. Also auxiliary equipment for asbestos fiberizing, stock mixing, water recovery, etc., for both these machines.

Machine No. 1 has four cylinder vats with agitators for asbestos, overflow and recirculating equipment, single head box, low pressure screen and felt showers. Has 37 drying cylinders rated for 40 PSI steam pressure with dryer felt on bottom tier of cylinders. Dryer has hood with mechanical ventilation. Machine drive is by motor through Reeves variable speed drive to line shaft and through four speed adjustment sections and bevel gear drives to the mill sections. Take off end of the machine is equipped with a seven roll calender stack driven from the machine drive, a double windup stand with independent motor drive, and a Cameron splitter and rewind stand.

Machine No. 2 has six cylinder vats with 100" wide cylinders. Vats are special for asbestos with agitators, recirculating overflow, and balancing mixing tanks and pumps for each vat. Space has been left between fourth and fifth vats for installation of equipment to feed glass fibers, screen, etc. into the web. Press section consists of four primary and two main presses, air cylinder loaded press rolls, upper and lower felts, felt cleaning equipment. Dryer is 31 cylinders in three independently driven sections to compensate for shrinkage. Cylinders are rated at 80 PSI steam pressure. Dryer section has a hood with mechanical ventilation. Machine drive is by a variable speed D.C. motor driven by its own 60 H.P. motor generator set. Drive from the motor to a line shaft and through speed variators, and enclosed gear drives to the various machine sections.

Machine No. 2 has a calender stack, saturating equipment following the calender for impregnating with asphalt or other materials, a wind-up stand, splitter and rewind. The machine is equipped with a new 60 H. P. Nash vacuum pump. A 20,000 gallon concrete white water pit is built into the foundation under the machine.

A bus duct system is installed in the mill room to provide power for Machine No. 2 and its auxiliaries.

Auxiliary Equipment:

One Emerson Pulper, approximately 6 ft. dia. X 6 ft. deep, with motor drive and stock pump, set in pit with top about 3 ft. above floor.

One 2,000 lb beater with motor drive.

One Jordan refiner with 125 H.P. motor drive. Not yet installed. To be set up in conjunction with new paper machine installation.

Three tile stock chests approximately 8 ft. dia. X 10 ft. deep, 8,000 gallon capacity set in pit with tops about 3 ft. above floor level. Each equipped with good heavy duty agitator and with stock transfer pumps.

Two concrete stock chests set in pit flush with floor. Equipped with agitators and one stock pump.

Special machine for unreeling and feeding glass yarns into web at paper machines.

Water handling and conditioning equipment and water clarification unit.

Three water tanks outside building; one concrete at ground level, two steel above ground.

Fiberizing equipment consisting of one hammermill discharging into dust collector and bin on roof which in turn feeds chutes and screw conveyor to beater and pulper.

2. Paper Converting Equipment:

One machine for making corrugated board. Has roll stand for corrugating equipped with 1/8" , 1/6" and 1/4" corrugating rolls, glue applicator, drying oven, overhead conveyor and wind up reel.

One Hamblet rotary sheet cutter (fly cutter) equipped with feed roll stands to handle up to six rolls at one time.

One Oswego paper shear. (Similar to Seybold Shear). Approximately 60" width cut.

One Jacques hand shear, 36" size equipped with shop built coil holders, rolling equipment and gage table.

One Laminating Machine. Has glue applicator, steam heated dryer roll, pay-off reel, bank of infra-red heaters, variable speed drive.

One paper slitting and rewind machine with stand for pay-off reel.

One machine for measuring, cutting and rewinding small consumer type rolls of asbestos paper.

3. Pipe Insulation Manufacturing Equipment:

This portion of the equipment is that used in making low and medium temperature pipe covering from paper and corrugated materials made on the paper machines and using also purchased fabric and felt.

Seven tube building machines used in making insulating sections. Consists of reels for holding and paying off paper rolls, glue applicators, measuring, and rolling fixtures.

Drying oven and trucks. Enclosed room 20 ft. X 40 ft. drying chamber with mechanical air circulation and venting. Heated by steam coils. Also lot of drying trucks, steel construction about 3 ft X 5 ft. on casters with racks.

One special machine for splitting and trimming to length insulation segments, with variable speed drive, exhaust system, built in conveyors to carry parts between operations.

One Dual blade circular saw set-up with slide feed table and with exhaust system for trimming insulation sections to length cutting both ends at once.

Two band saws, wood cutting type. 36" throat, heavy machines. Equipped with exhaust system and used for trimming insulation.

One board making machine for coating and laminating layers of corrugated board to make up a heavy insulation.

One rolling machine used in insulation making.

One exhaust fan and dust collector tied into exhaust system of trimming saws.

4. Spray Fireproofing Material Manufacturing & Application Equipment.

This portion of the manufacturing equipment is used to make up a product which is comprised principally of a mixture of asbestos and rock wool fibers with water setting binders. This product is spray applied to structural steel for the purpose of making it fire resistant.

The manufacturing equipment consists of fiber breakdown equipment, mixers, dust and fiber collecting equipment, and special machines for bagging.

Two bagging scales, one portable belt conveyor, and two bag sewing machines.

Spraycraft machines as follows:

On Hand

- 6 - Series 6100
- 1 - Series SH-6153 at L.A. Warehouse
- 4 - Series 6000 (green)
- 6 - Compressors (2 hp)
- 1 - Compressor (1 hp)

Rentals:

Type A
Type A

Waldvogel Bros.
Acoustical, Albany

Universal
SH-6029

Florida Insulation

SH-6148
SH-6155

Walters
Walters

SH-6142

Carroll

M-1
SH-6140

Vetato
Verato

SH-61
SH-6147
SH-61

McKaown (Chemical Bank)
McKaown (Arnold Bakers)
Alchar Job (Job #40)

Sold:	SH-6135	8/14/61	- sold to Acoustical, Albany
	SH-6136	8/14/61	- sold to
	SH-6130	9/27/63	- sold to Acoustical, Albany
	SH-6133	9/27/63	- sold to
	SH-6137	8/12/63	- sold to Acoustical, Hartford
	SH-6152	3/11/64	- sold to Acoustical, Needham
	SH-6131	6/14/61	- sold to Acoustical, Hartford
	SH-6143	Sold to	Geo. Little
	SH-6154	Purchasing	Acousti - Miami

*Sold - Can be used for SprayCraft only.

5. Material Handling Equipment:

Three fork lift trucks. One 4000 lb. capacity on solid tires, one 6000 lb. capacity on solid tires, and one 6000 lb. capacity on pneumatic tires. All are Towmotor make, gas engines, using propane for fuel.

One Chevrolet dump truck, 1-1/2 Ton with steel dump body.

One Chevrolet 1/2 Ton Pick-up truck, 1962 model, has canvas top.

One portable powered belt conveyor used for loading trucks from ground level.

One Magliner, magnesium portable loading ramp, used for handling materials in and out of trucks from ground level.

One capstan type railroad car mover, installed on concrete foundation.

One light duty overhead monorail crane with 1/2 Ton electric hoist. One 1/2 Ton electric hoist on rail over paper machine, hand chain hoists, hand pallet trucks.

6. General Factory Equipment:

Boiler Plant. Plant has one steam boiler, package unit 300 H.P. oil burner, with induced draft fan. Burns No. 6 fuel oil. Has 8000 gallon underground oil tank. Rated at 125 lb per square in. steam. Is in separate concrete block building adjacent to paper mill building. Boiler supplies steam for paper machines.

One air compressor, 10 H.P. water cooled, semi package unit with air receiver.

One air compressor 15 H.P. package unit with air receiver.

Machine shop. Equipped with 13 in. X 5 ft. Clausing lathe, small radial drill press, pedestal grinder, small tool and cutter grinder, belt sander, small band saw, No. 2 horizontal milling machine, engine lathe, arc welder, welding and cutting torch, benches, vises and miscellaneous small tools.

Miscellaneous hand trucks, racks, dollies, pallets, shelving etc.

One storage tank approximately 5000 gallon capacity, installed elevated in warehouse. Used for storage of sodium silicate, with piping to points of use at laminating machines etc.

7. Office and Laboratory Furniture & Equipment:

Office furniture consists of approximately 12 desks, 3 drawing boards, approximately 20 file cabinets, miscellaneous chairs, bookshelves, tables, etc. Office equipment - several typewriters and adding machines, copying machines, Burroughs bookkeeping machine, built-in vault, electric water cooler, one 5 Ton and one 3 Ton air conditioner with ducting, two window air conditioners.

Laboratory equipment including the following:

Lab Size beater
Sheet former
Scott tensile tester
Armstrong compression tester
Mullen tester
Set of classifying screens and shaker
Precision balance and two other sets balances
Drying oven.

SCHEDULE 3

ATTACHED TO AGREEMENT DATED JUNE 23, 1964 BETWEEN SMITH AND
KANZLER CORPORATION AND VICTOR MANUFACTURING & GASKET COMPANY.

(TRADEMARKS)

1. Spray Craft
2. Canadian Spray Craft
3. Nemo
4. Jotbestos
5. Jotbest

Chicago, Ill.

Seattle, Wash

Charleston, S.C.

Miami, Fla.

Birmingham, Ala.

E. Hartford, Ct.

Albany, N.Y.

Abstract

Plainview, N. Y.

Needham, Mass.

Alhambra, Calif.

Salt Lake City, Utah

Calgary, Alberta, Canada

Phoenix, Arizona

Pico Rivera, Calif.

Montreal & Quebec, Canada

Guidelines for the Interview

Dallas, Texas

Albuquerque, N. M.

Saskatoon, Canada

Stoney Point, N.Y.

Rosemont, Ill.

Toronto, Ontario, Canada

New Orleans, Louisiana

Philadelphia, Penna.

Seattle, Washington

SECRET

* F. M. Gravier	Atlanta, Ga.
John H. Hampshire, Inc.	Baltimore, Md.
"	Bladensburg, Md.
"	Norfolk, Va.
"	Richmond, Va.
"	Roanoke, Va.
"	Scott Depot, W. Va.
Isolation Maritime	Quebec, Canada
** * Johnson Construction Specialties	Houston, Texas
Koettlers Plastering Corp.	Cincinnati, Ohio
George P. Little Co., Inc.	Cleveland, Ohio
"	Columbus, Ohio
"	Pittsburgh, Penna.
"	Toledo, Ohio
Mader Plastering Corp.	Buffalo, NY
Metropolitan Spray	Brooklyn, N.Y.
Morell-Brown, Inc.	NYC
* P. W. McCarson	Dallas, Texas
McKeown Plastering	NYC
Meff Lathing	NYC
* Nippon Asbestos Co.	Tokyo, Japan
Rockwood Insulation Co.	Philadelphia, Pa.
** Carl Sandstrom Co.	Duluth, Minn.
* Service Art Plastering Co.	Detroit, Mich.
E. L. Thompson Co.	Jacksonville, Fla.
** * E. C. VanMaarth Co.	Fresno, Calif.
* J. O. Vetato & Sons	Colorado Springs, Colo.
* E. J. Walter Plastering Co.	Kansas City, Mo.

••	Walter Corp.	Little Rock, Arkansas
••	Western Roofing Co. Ltd.	Honolulu, Hawaii
	James L. Whitaker	San Francisco, Calif.
	Wisconsin Rock Wool Co.	Milwaukee, Wisc.
••	Al Zimba Company	Waterville, Maine

* Franchised

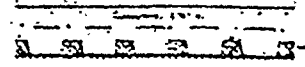
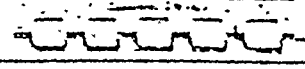
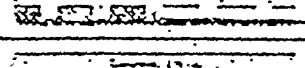
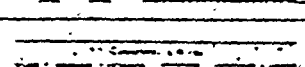
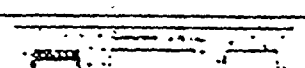
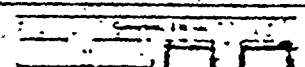
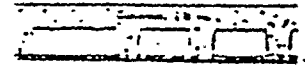
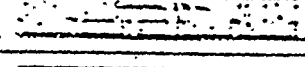
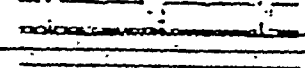
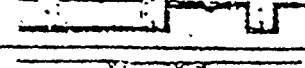
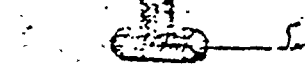
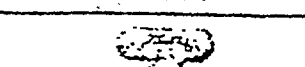
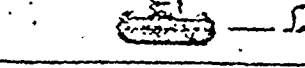
•• Inactive

1273

EXHIBIT B

ATTACHED TO AGREEMENT DATED JUNE 11, 1964 BETWEEN SMITH AND KAWLER CORPORATION AND VICTOR MANUFACTURING & MASKET COMPANY

FIRE RETARDANT RATINGS

construction	description	rating	thickness	notes
 <i>See Cut</i>	cellular steel floor	3 hr.	1/4"	1000 PSI
 <i>See Cut</i>	cellular steel floor (Spray-On following contour)	3 hr.	1/4"	1000 PSI
 <i>See Cut</i>	fluted-cellular steel floor	3 hr. 4 hr.	1/4" 1/4"	1000 PSI 1000 PSI
 <i>See Cut</i>	fluted-cellular steel floor composite slab	3 hr.	1/4" 1 1/4" in. thick	1000 PSI
 <i>See Cut</i>	fluted-cellular steel floor	2 hr.	1/4" 1 1/4" in. thick	1000 PSI
 <i>See Cut</i>	fluted-cellular steel floor ³ composite and non-composite	3 hr. 2 hr. 9	1/4" 3/8 (5/8) in.	1000 PSI 1000 PSI
 <i>See Cut</i>	fluted-cellular steel floor ³ composite slab	3 hr.	1/4" 1 1/4" in. thick	1000 PSI
 <i>See Cut</i>	cellular steel floor ²	3 hr.	9/16"	1000 PSI
 <i>See Cut</i>	"Electric-form" steel floor	3 hr.	9/16"	1000 PSI
 <i>See Cut</i>	cellular steel floor	3 hr.	1/4"	1000 PSI
 <i>See Cut</i>	fluted-cellular steel floor	2 hr.	9/16" 1 1/4" in. thick	1000 PSI
 <i>See Cut</i>	direct to beam ³	3 hr. 2 hr. 4 hr. 4 hr.-**	1/2" 1 1/8" 1 3/16" 3/4"	1000 PSI 1000 PSI 1000 PSI 1000 PSI
 <i>See Cut</i>	metal lath around beam ³	3 hr.	1 5/16"	1000 PSI
 <i>See Cut</i>	direct to column	3 hr. 4 hr.	1" 1"	1000 PSI 1000 PSI

- 1 The floor shall be tested and the 1" minimum layer of concrete shall be tested
- 2 The minimum layer shall be 1 1/8" minimum layer of concrete
- 3 When the beam is embedded in a concrete slab

** composite T-beam design.

Concrete shall be tested and the 1" minimum layer of concrete shall be tested
 • tested with trench heater - 10
 additional protection needed

SECRET

ATTACHED TO AGREEMENT DATED JUNE 23, 1964, BETWEEN SMITH AND
KACELZ CORPORATION AND VICTOR MANUFACTURING & CASSET COMPANY

1. Nippon Asbestos Co., Tokyo, Japan
2. Bradford Insulation Co. Adelaide, Australia
Division of Colonial
Sugar Refining Co.

2

1277

SECRET

B

This Agreement, made the 1st day of June
in the year of our Lord, One Thousand Nine Hundred and Sixty-Four,

Between APPLE REALTY CORP., a corporation of New Jersey, having
its office at 1414 East Linden Avenue, Linden, New Jersey;

and
hereinafter designated the Seller;

SMITH & KANTLER COMPANY, a corporation of New Jersey,

hereinafter designated the Purchaser;
Witnesseth, That the Seller, for and in consideration of the sum of ~~Two Hundred Sixty~~
~~Six Thousand One Hundred Seventy and Six Cents (\$266,170.00)~~
to be paid and satisfied as hereinafter mentioned, and also in consideration of the covenants and
agreements herein contained, made and entered into by the Purchaser, agrees to and with the
Purchaser, that the Seller will convey to the Purchaser by deed of WARRANTY
from all encumbrances except as hereinafter mentioned, on or before the
day of Nineteen Hundred and
all that certain lot, tract, or parcel of land together with the buildings thereon and
the appurtenances thereto pertaining, hereinafter particularly described, situate, lying and being in
the City of Linden in the county of Union
and State of New Jersey.

P/T

BEGINNING at a point in the southeasterly side line of East
Linden Avenue, said point being distant northeast 133.67 feet from the
intersection of the said side line of East Linden Avenue and the
northeasterly right of way line of the Staten Island Rapid Transit

Running thence (1) North 47 degrees 33 minutes 00 seconds
East, along said line of East Linden Avenue 426.08 feet to a point;

Thence (2) running South 30 degrees 17 minutes 40 seconds
East 642.95 feet to a point;

Thence (3) running North 59 degrees 42 minutes 20 seconds
East 20.00 feet to a point;

Thence (4) running South 30 degrees 17 minutes 40 seconds
East 85.41 feet to a point in the line of lands now or formerly of
Standard Oil Co.;

Thence (5) running South 74 degrees 51 minutes 00 seconds
West along said line of Standard Oil Co. 336.06 feet to a point;

Thence (6) running North 59 degrees 53 minutes 00 seconds
west along lands now or formerly of Staten Island Rapid Transit Rai-
way Co., 534.08 feet to a point;

Thence (7) running North 45 degrees 25 minutes 00 seconds
east 40.40 feet to a point;

West 119.61 feet to the said side line of East Lincoln Avenue and the point and place of BEGINNING.

Said premises are sold and shall be conveyed subject to zoning ordinances and restrictions of record; such facts as an accurate survey may disclose; and ordinances, statutes and regulations of municipal, county, state and federal governments, and the effect thereof; and also subject to the easement made to the City of Lincoln by Instrument dated September 10, 1946 and recorded in Deed Book 1590 at page 60 on October 19, 1946.

And the Purchaser covenants, promises and agrees to and with the Seller that the Purchaser will pay and satisfy or cause to be paid and satisfied unto the Seller, the said sum aforesaid and for the purchase money of the foregoing described land and premises in the following manner that is to say: By the payment in cash or certified check on the date of closing title.

The buyer has inspected the lands and premises herein agreed to be sold, and the buildings erected thereon, and agrees to accept the same in the condition "as is"; it does not rely upon any representations made by the seller.

The risk of loss or damage to said premises by fire or otherwise, until the delivery of said deed, is assumed by the seller.

If the seller shall be unable for any reason whatsoever deliver such good and merchantable title which will be insured and guaranteed by a recognized title insurance company of New Jersey doing business in New Jersey, then the seller shall have only the obligation to pay to the buyer the cost of making the search and a reasonable fee to its attorneys, and the seller shall be under no further obligation to the buyer, except to return to the buyer the of the purchase price allocable to the above described land and premises.

The seller, for itself and its successors, does covenant agree to and with the buyer, its successors and assigns, that the said seller is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the land and premises, or any part thereof, at the time of the said delivery of these presents, are not encumbered by any mortgage, lien or limitation, or by any encumbrance whatsoever, by which the title of the said buyer, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever, except as hereinbefore stated.

IN WITNESS WHEREOF, the Seller has hereunto set his hand and seal of office, this 12th day of May, 1951.

ever, and the Seller, its successors and assigns, shall be discharged of and from all manner of encumbrance whatsoever.

The Seller agrees to furnish affidavits of title in the usual form

And it is agreed, by the parties to these premises, that the Purchaser may enter into and upon the said land and premises on and from thence take the roads, ways and profits to the use of the Purchaser.

And it is further agreed, by the parties hereto, that the said Deed of Warranty shall be delivered and received at the offices of Lasser and Lasser, 17 Academy Street, Newark, New Jersey,

between the hours of ten in the forenoon and four o'clock in the afternoon on the said day of

And for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, executors, administrators, successors and assigns; and they hereby agree to pay, upon failure to perform the same, the sum of

which they hereby do and will as liquidated damages therefor.

In witness whereof, the said parties have hereunto set their hands and seals, or caused them to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, in duplicate respectively, the day and year first above mentioned.

Signed, Sealed and Delivered
in the presence of

ADELPHI REALTY CORP.

ATTEST:

By: Leonard Diemer
LEONARD DIEMER, President

Juma Diemer
JUMA DIEMER, Secretary

SMITH & KANTLER COMPANY

ATTEST:

By: John D. Cantler

State of New Jersey,
County of

ss.:
)

It is Remembered that on this day of in the year of our Lord one thousand nine hundred and personally appeared who I am qualified the mentioned in the within instrument; whom I am duly known the contents thereof, and thereupon acknowledged that signed, sealed and delivered the same as voluntary act and deed; for the uses and purposes therein expressed.

It is remembered, that on the
 of
 the subscriber, a
 personally appeared JUDY DIERER,
 who being by me duly sworn on a 12 oath, says that he is the Secretary
 of ADLER REALTY CORP., the corporation
 named in the foregoing instrument; that he well knows the corporate seal of
 said corporation; that the seal affixed to said instrument is the corporate seal of said corporation,
 that the said seal was so affixed and the said instrument signed and delivered by
 LEONARD DIERER,
 who was at the date thereof the President of said corporation, in the presence of this deponent,
 and said President, at the same time acknowledged that he signed, made and delivered the
 same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by
 virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed
 his name to said instrument as an attesting witness to the execution thereof.

Given and Subscribed before me
 at Newark, New Jersey
 the 10th day of

1951
 Attest my hand and seal
 in New Jersey

JUDY DIERER

Contract for Purchase

10

10

Dated

In consideration of mutual promises and agreements herein stated, we hereby agree to
 and the date for the delivery of deed and completion of this contract to
 at same hour and place

Witness our hands and seals this
 day of A. D. 19

1001

SCHEDULE 2.

ATTACHED TO AGREEMENT DATED JUNE 21, 1964 BETWEEN SMITH AND KAMLER CORPORATION AND VICTOR MANUFACTURING & GASKET CORP.

Description of tract agreed to be sold by ADRIE REALTY CORP., a corporation of New Jersey, to VICTOR MANUFACTURING & GASKET CO.

ALL THAT CERTAIN tract or parcel of land and premises, situate, lying and being in the City of Linden, in the County of Union and State of New Jersey,

BEGINNING at a point in the southeasterly side line of East Linden Avenue, said point being distant northeast 133.67' from the intersection of the said side line of East Linden Avenue and the northeasterly right of way line of the Staten Island Rapid Transit;

Running thence (1) N. 47° 33' 00" E. along said line of East Linden Avenue 426.08' to a point;

Thence (2) running S 30° 17' 40" E 662.95' to a point;

Thence (3) running N 59° 42' 20" E 20.30' to a point;

Thence (4) running S 30° 17' 40" E 85.41' to a point in the line of lands now or formerly of Standard Oil Co.;

Thence (5) running S 74° 51' 00" W along said line of Standard Oil Co. 156.06' to a point;

Thence (6) running N 59° 53' 00" W along lands now or formerly of Staten Island Rapid Transit Railway Co. 324.08' to a point;

Thence (7) running N 45° 25' 00" E 40.40' to a point;

Thence (8) running N 16° 47' 00" W 129.61' to the said side line of East Linden Avenue and the point and place of BEGINNING.

SCHEDULE C

ATTACHED TO AGREEMENT DATED JUNE 23, 1964 BETWEEN SMITH AND KANZLER CORPORATION AND VICTOR MANUFACTURING & CASKET COMPANY

SMITH & KANZLER CORPORATION

Manufacturers of Acoustic Products and Spraycraft Materials

1414 EAST LINDEN AVENUE LINDEN, NEW

Accounts Receivable as of 6/30/64

Aer-Sprayed Insulations	\$ 5,491.60
Acoustical Materials - E. Hartford	33,578.13
Acoustical Materials - Plainview	356.38
Acoustical Materials - Albany	37,313.16
Acoust. Engineering - Alabama	613.53
Acoustical Materials - Needham	4,160.38
Acoust Corp. - Miami	1,700.00
Amalgamated Plastering	7,140.38
A. L. Charlebois	7,000.00
Florida Insulation	175.03
Frace	808.72
Hampshire - Baltimore	1,112.50
George P. Little - Pittsburgh	1,075.00
Mader Plastering	712.50
McKeown	3,027.51
Metropolitan Spray	506.20
M & R	624.90
McCarson Corp.	125.00
Rock Wool Insulation - Phila.	264.60
Arthur Vennert	2,300.00
Walter Plastering	5,148.10
Wisconsin Rockwool	483.80
Veteco	24,073.44
Hensch & Fowler	1,494.00
Santa Maria Plastering Co.	250.30
Waldvogel Bros.	916.80
Trinity Construction	5,429.00
Gerrai Associates	3,750.00
	5.51
All Souls Hospital	44.48
A&M Wholesale Hardware Co.	808.73
American Insulation	40.64
Armstrong - Elizabeth	79.20
Armstrong - New York	41.09
Asbestos Distributors	296.74
Atlantic Insulation	479.88
Atlas Supply	

Credit ...

EXHIBIT

B

SMITH & KANZLER CORPORATION

Manufacturers of Aircraft Products and Aircraft Materials

1414 EAST LINCOLN AVENUE, LINCOLN, NEW J.E.

-2-

Auburn Mfg.	51.60
J. August & Co.	96.03
Samuel August of Rahway	36.54
Butler Supply	112.32
Baldwin-Ehret-Hill	1,302.71
Baldwin-Ehret-Hill	37.94
Bayonne Plbg.	282.58
Bear Asbestos Mfg.	2,603.68
Benedict-Miller	160.18
Birdsall	85.57
Birma Products	9,600.13
Brown Hardware	24.00
Byrne & West	1,944.85
Cantello Plbg.	28.13
Curtis Mfg.	87.42
Caloric	104.17
Walter Campbell	602.42
Philip Carey	646.62
Philip Carey - Cincinnati	148.84
Covil Insulation	317.02
Culp Industrial	56.09
Ducane Heating	3,465.00
DePue	342.77
Evans Rule	35.40
Eastern Industrial	228.10
Elizabeth Hardware	229.21
Elizabeth Plumbing	191.72
Empire Asbestos	1,033.99
Friedman Ltd.	401.50
A. J. Friedman	370.65
General Insulation	422.28
Hatfield	118.55
Howard Displays	58.50
F. W. Herman	117.78
Hudson Heating	171.54
Hand Hardware	121.93

SMITH & KANZLER CORPORATION

Manufacturers of Automobile Products and Aircraft Materials

1414 EAST LINCOLN AVENUE, LINCOLN, NEW YORK

-3-

L. E. Harnisch	25,541.71
E. R. Hart	87.91
Insuloustic	93.86
Jam Industries	936.14
Janos Asbestos	13,137.65
Johnson Asbestos	200.86
Johns-Manville	3,788.09
Koval Supply	124.00
Line-A	59.61
Mahony	112.99
Mechanical Felt	342.00
Moamouth Middlesex	1,231.62
Monroe Calculating	275.82
N. Roanoke Corp.	518.46
National Insulation	8.64
New England Insulation	478.63
Palke Engineering	111.04
Phelps Packing	47.52
Philadelphia Asb.	977.63
Porter	8.62
PowerMatic	113.40
Quick Seal	2,578.29
Rabinowitz	10.80
Radcliffe Oil	36.25
Railway Pibg. & Mfg.	2.65
Reed & Greenwood	750.87
Reflectal Corp.	1,635.66
Rawlins Supply	38.99
Saltzer & Weisser	337.91
Sanitary Pibg.	91.65
Schadel & Beyer	23.86
Somerset Pibg.	355.15
State Insulation	204.08
State Pipe	415.40
Irving Stein	7.50
Strauss Duparquet	171.07
Superior Fireproof	2,543.45
Taft-Jenkins	300.00

EXHIBIT

1255

SMITH & KANZLER CORPORATION

Manufacturers of Asbestos Products and Aircraft Materials

1414 EAST LINDEN AVENUE LINDEN, NEW J.

C. E. Thurston	9.69	
Trybe	528.50	
• Universal Insulation	206.39	
Verona Bldg.	35.19	
C. F. Walters	29.16	
Warren Bldg.	145.32	
West Side	462.68	
Grant Wilson	19,426.38	
Chas. J. Wood	257.28	
• York Insulation	2,281.22	
Herrmann Bldg.	23.70	
	<u>\$264,273.75</u>	11,240.3
Less Credit	<u>11,240.31</u>	
Total Amount Accounts Receivable	\$ 253,033.44	

• Cash Received 7/1/64

Evans Rule	35.40	
Hensch & Fowler	2227.43	
Johansen Ash. Corp.	200.66	
Universal Ins. Co.	206.39	
York Ins.	<u>2281.22</u>	
		<u>4,951.10</u>
		248,082.34

1256

PAID

B

SCHEDULE H

ATTACHED TO AGREEMENT DATED JUNE 23, 1964 BETWEEN SMITH AND KANTER CORPORATION AND VICTOR MANUFACTURING & GASKET COMPANY

June 29, 1964

Fibers	219 284.34	
Less Discount for obsolescence	<u>100 909.90</u>	
Net Fiber		119 284.34
Other Raw Materials		55 179.38
Total Raw Materials		174
Supplies		22
Finish Goods - Purchase	16 751.90	16 751.90
Finish Goods - Regular	111 255.84	
Less 35% Discount	38 939.54	
Net Regular		72 316.30
Total Finish Goods		89
TOTAL ALL INVENTORIES		235

SCHEDULE I

ATTACHED TO AGREEMENT DATED JUNE 11, 1964 BETWEEN SMITH AND
CORPORATION AND VICTOR MANUFACTURING & GASKET COMPANY

Open Orders as of June 10, 1964

1. Perforating Rolls Robert A. Main & Sons Passaic, N. J.	\$1,291.
2. Vacuum Pump Changes Clark & Vicario Corp. No. Tarrytown, N. Y.	\$1,321.
3. Optical Follower Thickness Gauges (3) Automatic Control Devices Inc. Bethel, Conn.	\$4,970.
4. Vacuum Pump Piping Guardian Sprinkler	\$ 945.
5. Tar Saturator Piping Guardian Sprinkler	\$2,200.
6. Stanchions and Supports Tar Saturating System Fabco Linden, N. J.	\$1,000.
7. Machine Drive Guards Manhattan Blower Co.	\$2,700.
8. Grapek Co.	\$ 470.75
	<u>\$14,897.75</u>

State of New Jersey
County of ESSEX

} ss.:

Be it remembered, That on this 23rd
of June, Nineteen hundred and Sixty-Four, before
the subscriber, a Master of the Superior Court of New Jersey,
personally appeared JUDA DIENER,
who being by me duly sworn on his oath, says that he is the secretary
of SMITH AND KANZLER CORPORATION, one of the corporations
named in the foregoing Instrument; that he well knows the corporate seal
said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation;
that the said seal was so affixed and the said Instrument signed and delivered by
LEONARD DIENER,

who was at the date thereof the President of said corporation, in the presence of
deponents, and said President, at the same time acknowledged that he signed, rec
and delivered the same as his voluntary act and deed, and as the voluntary act and deed of
corporation, by virtue of authority from its Board of Directors, and that deponent, at the same
subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at Newark, New Jersey
the date aforesaid

}

JUDA DIENER

Juda Di

4

Aaron Lasser

AARON LASSER

A Master of the Superior Court of
New Jersey

State of New Jersey,
County of ESSEX

} ss.:

Be it remembered, That on this 23rd
of June, Nineteen hundred and Sixty-Four,
the subscriber, a Master of the Superior Court of New Jersey,
personally appeared JUDA DIENER,
who being by me duly sworn on his oath, says that he is the Secretary
of ADELS REALTY CORP., one of the corporations
named in the foregoing Instrument; that he well knows the corporate seal of
said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation
that the said seal was so affixed and the said Instrument signed and delivered by
LEONARD DIENER
who was at the date thereof the President of said corporation, in the presence of the
deponent, and said President, at the same time acknowledged that he signed, sealed
and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said
corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time
subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at Newark, New Jersey
the day aforesaid

JUDA DIENER

Juda Diener

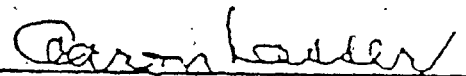
Aaron Lasser
AARON LASSER
A Master of the Superior Court of
New Jersey

State of New Jersey, } ss:
County of ESSEX

Be It Remembered, That on this 23rd day of June,
in the year of our Lord One Thousand Nine Hundred and Sixty-Four
the undersigned, a Master of the Superior Court of New Jersey, before

LEONARD DIENER and
personally appeared JUDA DIENER

who, I am satisfied, are the persons mentioned in the within instrument
whom I first made known the contents thereof, and thereupon they acknowledged:
they signed, sealed and delivered the same as their voluntary act:
deed, for the uses and purposes therein expressed.



AARON LASSER
A Master of the Superior Court of
New Jersey

1295

DFA 056643

EXHIBIT

B

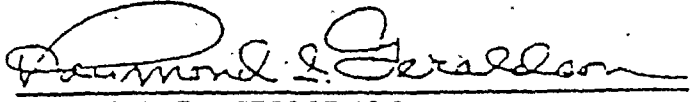
State of New Jersey,
County of ESSEX

} ss:

Be it remembered, That on this 23rd day
of June, Nineteen hundred and Sixty-Four, before me
the subscriber, a Master of the Superior Court of New Jersey
personally appeared RAYMOND I. GERALDSON,
who being by me duly sworn on his oath, says that he is the Assistant Secretary
of VICTOR MANUFACTURING & GASKET COMPANY, one of the corporations
named in the foregoing Instrument; that he well knows the corporate seal of
said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation;
that the said seal was so affixed and the said Instrument signed and delivered by
WAYNE D. NEATHERY,

who was at the date thereof Vice-President of said corporation, in the presence of this
deponent, and said Vice-President, at the same time acknowledged that he signed, sealed
and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said
corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time,
subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at Newark, New Jersey
the date aforesaid


RAYMOND I. GERALDSON


AARON LASSER
A Master of the Superior Court
of New Jersey