PLAINTIFF'S EXHIBIT

DC-107

STOCK PURCHASE AGREEMENT

AGREEMENT dated February 18, 1969 between PHILIP CAREY CORPORATION, an Ohio corporation (hereinafter referred to as "Purchaser"), and DANA CORPORATION, a Virginia corporation (hereinafter referred to as the "Shareholder").

W I T N E S S E T H :

WHEREAS, Purchaser desires to acquire all the outstanding capital stock of, and a demand note in the amount of $900,000 made by, Smith & Kanzler Company, a New Jersey corporation (hereinafter referred to as the "Subject Corporation"), and Shareholder, the holder of all the outstanding capital stock of the Subject Corporation (hereinafter referred to as the "Stock") and the payee and owner of the aforesaid demand note (hereinafter referred to as the "Demand Note"), desires to sell the Stock and the Demand Note to Purchaser;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter set forth the parties hereto hereby agree as follows:

1. Transfers and Closing.

1.1. Delivery and Purchase of Stock. Subject to the terms and conditions set forth in this Agreement. (a) Shareholder hereby agrees that, on the Closing Date, it will sell, transfer, convey and deliver a certificate or certificates evidencing the Stock against payment therefor of $1,800,000 by certified or official bank check, and (b) Purchaser hereby agrees to accept said delivery and make said payment. Said certificate or certificates shall be duly endorsed or accompanied by appropriate transfer powers duly executed and shall have all necessary stock transfer tax stamps affixed thereto at the expense of the Shareholder. Shareholder will also deliver to Purchaser the original minute book (with all minutes to the Closing Date inserted therein), the original stock transfer book current as of the Closing Date, the corporate seal, and such other corporate books and records of the Subject Corporation as Purchaser may reasonably request.

1.2. Delivery of Demand Note and Issuance and Delivery of Purchaser's Note. Subject to the terms and conditions set forth in this Agreement, Shareholder hereby agrees that, on the Closing Date, it will sell, transfer, assign, convey and deliver the Demand Note endorsed without recourse to the order of Purchaser, against the issuance, sale and delivery by Purchaser to Shareholder of Purchaser's five-year note dated the Closing Date in the principal amount of $900,000 payable in five equal annual installments of $180,000 each on the first five anniversary dates of the Closing Date (each such date called a "Principal Payment Date"), bearing interest (calculated on the basis of a 365-day year) from the Closing Date on the unpaid principal amount thereof, payable on each Principal Payment Date, at the rate of 5-1/2% per annum (herein referred to as the "Purchaser's Note").

1.3. Closing. The Closing of the transactions contemplated by Sections 1.1 and 1.2 hereof shall take place at the offices of Strasser, Spiegelberg, Fried & Frank, 120 Broadway, N.Y., N.Y., simultaneously with the execution of this Agreement. (The date and time of closing are herein referred to as the "Closing Date".)

2. Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to Purchaser as follows:

2.1. Title to Stock. Shareholder is the lawful beneficial owner of the Stock and the Demand Note, and the delivery of the Stock and the Demand Note pursuant to the provisions of this Agreement will transfer to Purchaser legal and valid title thereto, free and clear of all claims, liens, equities, charges and encumbrances of any kind or nature whatsoever.

2.2. Authorized Capitalization. The authorized capitalization of the Subject Corporation consists of 2,000 shares of Common Stock, without par value, of which 2,000 shares are issued and outstanding. All of such shares have been validly issued and are fully paid and non-assessable, with no personal liability attaching to the ownership thereof.

2.3. Options, Warrants, Rights, etc. The Subject Corporation does not have any outstanding options, warrants, or other rights to purchase or convert any obligation into shares of its capital stock, nor has it agreed to issue or sell any shares of its capital stock. Neither the Shareholder nor the Subject Corporation is a party to any written or oral contract or agreement which grants to any person any right of first refusal, option, or other arrangement to acquire, at any time, from time to time, or upon the happening of stated events, shares of capital stock of the Subject Corporation.

2.4. <u>Authorization of Agreement</u>. Shareholder is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia and has full corporate authority to execute this Agreement. The execution and delivery of this Agreement and the consummation of all transactions contemplated hereby have been duly authorized by all requisite corporate authority and action, and the execution, delivery and performance of this Agreement and the transactions contemplated hereby will not, with or without the giving of notice and/or the passage of time, conflict with, or result in the breach or termination of any provision of, or constitute a default under,

the Certificate of Incorporation, any by-law, indenture, mortgage, deed of trust or other instrument or agreement to which the Shareholder is a party or by which it or any of its properties or assets may be bound.

2.5. <u>Incorporation, Good Standing, Power, etc</u>. The Subject Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of New

Jersey and is duly qualified and in good standing in each jurisdiction where such qualification is necessary. The Subject Corporation has all requisite corporate power to own, lease and operate its property and to carry on its business as now being conducted. The Subject Corporation does not control, directly or indirectly, any corporation or business organization and does not have any subsidiary corporations. The copies of the Certificate of Incorporation and the By-Laws, all as amended to date, and the Minutes of the Subject Corporation, which have been delivered to Purchaser, are correct and complete.

2.6. Effect of Agreement. The execution, delivery and performance of this Agreement and the transactions contemplated hereby will not, with or without the giving of notice and/or the passage of time, violate any provision of law applicable to the Subject Corporation or conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of the Subject Corporation pursuant to, the Certificate of Incorporation, any by-law, indenture, mortgage, Underwriters' Laboratory Certification, deed of trust or other instrument or agreement to which the Subject Corporation is a party or by which it or any of its properties or assets may be bound, except Shareholder makes no warranty or representation as to the continuation of the Subject Corporation's status as a distributor of products of Canadian John's-Manville Asbestos, Limited.

2.7. Financial Statements. Attached hereto as Schedule A is the Balance Sheet of the Subject Corporation as at August 31, 1968 and the related Profit and Loss Statement for the year then ended, and the Balance Sheet of the Subject Corporation as at November 30, 1968 (hereinafter referred to as the "Balance Sheet") and the related Profit and Loss Statement for the three months then ended, all certified by the Treasurer or Assistant Treasurer of the Subject Corporation. Such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and are correct and complete and fairly present the financial condition and results of operations of the Subject Corporation as at their respective dates and for the respective periods indicated. Such financial statements as at August 31, 1968 accurately reflect the values at which all assets and liabilities of the Subject Corporation were shown in the certified consolidating financial statements of Shareholder as at that date.

2.8. Absence of Undisclosed Liabilities. The Balance Sheet makes full and adequate provision for all obligations and liabilities, fixed or contingent, of the Subject Corporation as at November 30, 1968, and at that date, the Subject Corporation did not have any obligations or liabilities, fixed or contingent, in an aggregate amount greater than $10,000, not reflected or reserved against in said Balance Sheet.

2.9. Absence of Certain Changes or Events. Except as set forth on Schedule B hereto, the Subject Corporation has not, since November 30, 1968, (i) discharged or satisfied any lien or encumbrance or paid any obligation or liability, fixed or contingent, to Shareholder or to any other affiliated company except for a cash payment of $50,000 reducing the principal amount of the Demand Note to $900,000; (ii) mortgaged, pledged or subjected to lien or to any other encumbrance any of its assets or properties; (iii) sold, transferred or leased any of its assets or properties, other than the sale of inventory in its usual course of business; (iv) purchased any securities or investments; (v) cancelled or compromised any debt or claims; (vi) waived or released any rights of material value under any leases, agreements, patents, trademarks or trade names or with respect to know-how; (vii) entered into any employment contract with any officer, employee or agent or paid any bonus or special compensation to any officer, employee or agent; (viii) made any loans or advances to any officers or directors; (ix) suffered any material adverse change in financial condition, assets, properties or business; (x) declared any dividend or made any distribution to its shareholder; (xi) issued or sold any stocks, bonds, options or other corporate securities or granted any options for the purchase thereof or entered into any commitment with respect thereto; (xii) reclassified or repurchased any shares of its capital stock; or (xiii) entered into any transaction not in the ordinary course of business.

2.10. Tax Matters. The Subject Corporation has prepared and filed with the appropriate United States, state and local governmental agencies all tax returns required to be filed, and has paid, or made provisions for the payment of, all taxes which have or may become due pursuant to said tax returns or pursuant to any assessments received by it. The amount provided for income taxes in the Balance Sheet is sufficient for all accrued and unpaid United States, state and local taxes, whether or not disputed, for the period ended on the date of the Balance Sheet. The Internal Revenue Service has reviewed the federal tax returns of the Subject Corporation for all fiscal years prior to and including the year ended August 31, 1966. The Subject Corporation has not executed or filed with the Internal Revenue Service or any other tax authority any agreement extending the period for assessment or collection of any income taxes, except for the automatic 90-day extension for filing the August 31, 1968 return from November 15, 1968 to February 15, 1969. The Subject Corporation is not a party to any pending action or proceedings by any governmental authority for assessment or collection of taxes, nor has any claim for assessment or collection of taxes been asserted against it.

2.11. Title to Properties; Absence of Liens and Encumbrances. Except as specifically disclosed in Schedule C hereto, the Subject Corporation has good and marketable title to all of its properties and assets, whether real, personal or mixed (including the properties and assets reflected in the Balance Sheet), free and clear of all claims, liens, charges, encumbrances, restrictions on transfer and defects of any nature whatsoever.

2.12. List of Documents; No Default. Annexed hereto as Schedule D is a true and complete list, including a brief description, of the following:

(a) All real property owned of record or beneficially by the Subject Corporation, and a brief description of the principal buildings and structures located thereon;

(b) All policies of insurance (with a notation of the premiums paid thereon) maintained by the Subject Corporation as the insured party;

(c) All contracts, agreements, licenses, leases, commitments and understandings to which it is bound, which either (i) involve payment by the Subject Corporation of more than $20,000 or (ii) extend (without right of termination by the Subject Corporation) more than three months from the date hereof other than contracts or commitments for sale of products in the ordinary course of business), or (iii) personal service contracts not terminable by the Subject Corporation on 30 days' notice, other than those listed and described pursuant to other sub-paragraphs of this Section 2.12;

(d) All collective bargaining agreements, contracts with labor unions, employment and consulting agreements, executive compensation agreements, employee pension plans or retirement plans, employee profit sharing plans, employees' stock purchase and stock option plans, hospitalization insurance, and other plans and agreements providing for employee benefits to which the Subject Corporation is a party;

(e) The names of all present directors and officers of the Subject Corporation, and the names of all persons holding tax or other powers of attorney from the Subject Corporation and a description of the terms thereof;

(f) The names of all retired employees, if any, of the Subject Corporation who are receiving or are entitled to receive any payments not covered by any pension plan of the Subject Corporation or any union pension plan related to a collective bargaining agreement to which the Subject Corporation is a party, their ages and their current annual unfunded pension benefits;

(g) The name of each bank in which the Subject Corporation has an account or safe deposit box and the names of all persons authorized to draw thereon or have access thereto;

(h) The name of each stock brokerage firm, if any, in which the Subject Corporation has an account, the names of all persons authorized to purchase and sell securities through such account, and a description of the securities held therein; and

(i) The names, and the related amounts, of any person to which the Subject Corporation is presently indebted who is a shareholder, officer or director, or their respective spouses or children, of the Subject Corporation or of the Shareholder.

True and complete copies of the documents referred to in Schedule D have been delivered to Purchaser; all of the rights, contracts, agreements, licenses, leases, commitments and understandings set forth therein are valid and enforceable in accordance with their respective terms for the periods stated therein; and neither the Subject Corporation nor any other party thereto or bound thereby is in default of the performance of its respective obligations thereunder, except as otherwise set forth in Schedule D hereto.

2.13. Litigation. Except as set forth and fully described in Schedule E hereto, there are no claims, actions, suits, proceedings or investigations pending, nor, to the knowledge of Shareholder, threatened against or relating to the Subject Corporation or its assets or properties, or in any way involving this Agreement or the transactions contemplated hereby, nor is there any basis known to the Shareholder for any such claim, action, suit, proceeding or investigation. There is no order, decree or judgment of any kind in existence enjoining or restraining the Subject Corporation, or any of its officers or employees, from taking any action of any kind, nor is the Subject Corporation in default with respect to any order, judgment, writ, injunction or decree of any governmental agency or instrumentality. The Subject Corporation has not waived any statute of limitations with respect to any of its liabilities, including any liability for any taxes (whether income, excise or other).

2.14. Books and Records. The books and records of the Subject Corporation are in all material respects complete and correct, have been maintained in accordance with good business practice and accurately reflect the results of operations of the Subject Corporation as set forth in the financial statements referred to in Section 2.7 hereof.

2.15. Other Information. To the Shareholder's knowledge, none of the information furnished in writing by the Shareholder or any of its authorized representatives to Purchaser or any of its representatives prior to or simultaneously with the execution and delivery of this Agreement is false or misleading or contains any material misstatement of fact or omits to state any material fact required to be stated to make the statement therein not false or misleading.

2.16. Brokerage. The Shareholder has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions in connection with this Agreement or the transactions contemplated hereby.

2.17. Future Conduct of Business. The Shareholder does not know of any present or future condition (except future sales to Shareholder which will be governed by the Agreement referred to in Section ~~4.7~~ 7.11 hereof) which would adversely affect the business of the Subject Corporation from being carried on in essentially the same manner as its business is now being conducted, nor does the Shareholder have any reason to believe that such a present or future condition exists or will exist with respect to the Subject Corporation.

2.18. Patents, Trademarks, Copyrights. Schedule F is a true and correct list of patents, trademarks and copyrights (and applications therefor), belonging to the Subject Corporation, and the validity of such items, and the title thereto, has not been questioned in any litigation to which the Subject Corporation is a party or, to the knowledge of the Shareholder, in any threatened litigation.

To the knowledge of the Shareholder no use of any trademark owned by the Subject Corporation has heretofore been or is now being made, except by the Subject Corporation or by an entity duly licensed by the Subject Corporation to use the same under an agreement disclosed in Schedule D. The Subject Corporation owns all patents, trademarks, trade names and copyrights necessary to the conduct of its business as now being conducted or presently proposed to be conducted without known conflict with rights of others. To the knowledge of Shareholder, all patents, patent applications and rights of inventions heretofore owned or held by an employee or officer of the Subject Corporation and relating to its business in any manner have been duly and effectively transferred to the Subject Corporation.

2.19. Compliance with Applicable Laws. To the knowledge of Shareholder, the conduct by the Subject Corporation of its business does not violate or infringe any domestic (federal or local) or foreign law, statute, ordinance or regulation or any right, concession, patent, trademark, trade name, copyright, know-how or other proprietary right of others, the enforcement of which would adversely affect the business of the Subject

Corporation or the value of its properties or assets; the Subject Corporation is in a position to comply with existing federal or local laws heretofore enacted which may become effective hereafter, without affecting the business of or the value of its properties or assets.

2.20. Machinery and Equipment. All machinery and equipment owned by the Subject Corporation is in substantially the same condition and repair, as it was when inspected by the representatives of the Purchaser.

2.21. Labor Disputes. The Subject Corporation is in compliance with all Federal and state laws respecting employment and employment practices, terms and conditions of employment, wages and hours, and is not engaged in any unfair labor practice; there is no unfair labor practice complaint against the Subject Corporation pending before the National Labor Relations Board; there is no labor strike or other labor trouble pending or, to the best knowledge of the Shareholder, threatened against or affecting the Subject Corporation; no union representation question exists respecting the employees of the Subject Corporation; no grievance which might have a material adverse effect on the Subject Corporation or the conduct of its business and no arbitration proceeding arising out of collective bargaining agreements are pending, and no claim therefor exists.

2.22. Inventory, Accounts Receivable, Etc.

(a) All inventory of the Subject Corporation reflected on the Balance Sheet consists solely of items of merchantable quality, saleable (except for defective, obsolete and slow moving merchandise) at regular prices in the ordinary course of the Subject Corporation's business and are carried on the books of the Subject Corporation at the lower of cost or market, cost being determined substantially on the basis of "first in-first out", with sufficient allowance for defective, obsolete and slow moving merchandise;

(b) The accounts receivable of the Subject Corporation as reflected on the Balance Sheet are bona fide accounts receivable, fully collectible at their face amounts less the reserve for bad debt loss, if any, reflected in said Balance Sheet.

2.23. Purchase Obligations. Each unfilled purchase order and each other commitment for purchases made by the Subject Corporation was made in the usual and ordinary course of its business at the then current market prices and, except as to purchase commitments listed on Schedule D hereto, do not call for deliveries thereunder beyond a period of three months from the date hereof or an executory obligation as of the Closing Date in excess of $20,000.

3. Representations and Warranties of Purchaser.

The Purchaser represents and warrants to Shareholder as follows:

3.1. Corporate Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

3.2. Authorization of Agreement. The execution and delivery of this Agreement and the performance by Purchaser of the transactions contemplated herein have been duly authorized by the Board of Directors of Purchaser.

3.3. Purchase of Stock. Purchaser represents that it is purchasing the Stock for its own account for investment and not with a view to distribution and with no present intention of reselling or distributing the same.

3.4. Validity of Purchaser's Note. Purchaser's Note has been duly authorized and validly issued, and upon delivery will be a valid and binding obligation of Purchaser. The issuance and delivery of Purchaser's Note will vest in the Shareholder legal and valid title thereto.

4. Conditions Precedent to Obligations of Purchaser

All obligations of Purchaser, including the obligations to make any payments on the Closing Date, are subject to the fulfillment on or before the Closing Date of each of the following conditions, each of which may be waived (but only by an express written waiver) in the sole discretion of Purchaser.

4.1. <u>Accuracy of Representations and Warranties</u>. The representations and warranties of the Shareholder herein contained shall be true and correct.

4.2. <u>Performance of Agreements</u>. The Shareholder shall have performed all obligations and agreements and complied with all covenants and conditions contained in this Agreement to be performed or complied with by it at or prior to the Closing Date.

4.3. <u>Officer's Certificate</u>. The Shareholder shall have furnished Purchaser with an officer's certificate, dated the Closing Date, to the effect that the conditions specified in Sections 4.1 and 4.2 above have been fulfilled.

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4.4. Opinion of Counsel for the Shareholder. Purchaser shall have received an opinion of John F. Tiegland, Staff Attorney of the Shareholder, dated the Closing Date, in form and substance satisfactory to Purchaser and its counsel, to the effect that:

(a) The Subject Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, is duly qualified and authorized to do business and in good standing in each jurisdiction where such qualification is required and has all requisite power and authority to own, lease, and operate its property and to carry on its business as now being conducted;

(b) The authorized capitalization of the Subject Corporation and the number of shares of its capital stock issued and outstanding are as set forth in Section 2.2; all of the issued and outstanding shares of capital stock of the Subject Corporation are validly issued, fully paid and non-assessable, with no personal liability attaching to the ownership thereof; and there are no options, warrants, or other rights to purchase or convert any obligations into shares of the Subject Corporation's capital stock;

(c) Shareholder is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has all requisite power and authority to enter into this Agreement on the terms and conditions set forth herein.

(d) This Agreement has been duly executed and delivered by the Shareholder and constitutes the legal, valid and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof;

(e) No provision of the Certificate of Incorporation or the By-Laws of Shareholder or the Subject Corporation or of any contracts, agreements, or other instruments or documents known to such counsel prevents the Shareholder from transferring good title to its shares of Stock in the manner contemplated by this Agreement.

(f) Title to the Stock and to the Demand Note will, upon their delivery hereunder, be vested in Purchaser, free and clear of all claims, liens, charges and encumbrances whatsoever.

(g) To the knowledge of such counsel, the execution, delivery, and performance of this Agreement by the Shareholder will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to the

Subject Corporation and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any of the properties or assets of the Subject Corporation pursuant to, any corporate charter, by-law, indenture, Underwriters Laboratory Certification, mortgage, deed of trust or other agreement or instrument known to such counsel to which the Shareholder or the Subject Corporation is a party or by the Shareholder or the Subject Corporation or any of the properties or assets of the Subject Corporation may be bound;

(h) To the knowledge of such counsel, the Subject Corporation has good and marketable title to all its properties and assets (including the assets reflected in the Balance Sheet), free and clear of all claims, liens and encumbrances except as referred to in the Balance Sheet;

(i) To the knowledge of such counsel, the conduct of its business by the Subject Corporation does not violate or infringe any domestic (federal or local) or foreign law, statute, ordinance, license, or regulation or any right, concession, patent, trademark, trade name, copyright, know-how, or other proprietary right of others, the enforcement of which could materially and adversely affect its business or the value of its properties or assets;

(j) To the knowledge of such counsel, no claim, action, suit, proceeding, or investigation is pending or threatened against or relating to the Subject Corporation or its assets or properties or in any way involving this Agreement or the transactions contemplated hereby, and the Subject Corporation is not, to the knowledge of such counsel, in default with respect to any order, judgment, suit, injunction or decree of any governmental agency or instrumentality;

(k) The trademarks set forth in Schedule F have been duly registered under the laws of the United States and of the foreign countries listed thereon, and the Subject Corporation is the owner of record of such trademarks, free and clear of all claims and encumbrances, and such counsel does not know or have any reason to believe that there are (i) any defects in the title to any such trademark; (ii) any license or other permission required by the Subject Corporation to enable it or any assignee of such trademark to use any such trademark except as disclosed in Schedule D; or (iii) any claim asserted against the Subject Corporation for the cancellation of any such trademark or for the infringement of the trademark rights of others; and

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(1) To the best of such counsel's knowledge and belief, the leases and license agreements disclosed in Schedule D are valid and existing on the Closing Date and the Subject Corporation is not in default thereunder and there is no event which with the lapse of time or the election of any person, or [illegible] become a default by the Subject Corporation thereunder.

4.5. Actions, Proceedings, etc. All actions, proceedings, instruments and documents required to carry out the transactions contemplated by this Agreement or incidental thereto and all related legal matters shall have been reasonably satisfactory to and approved by Messrs. Strasser, Spiegelberg, Fried & Frank, counsel for Purchaser.

4.6. Resignations. Purchaser shall have received signed resignations, effective on the Closing Date, of such directors and officers of the Subject Corporation as Purchaser shall have requested.

5. Conditions Precedent to Obligations of Shareholder.

All obligations of Shareholder are subject to the fulfillment in accordance with the provisions of this Agreement of each of the following conditions, each of which may be waived (but only by an express written waiver) at the sole discretion of Shareholder:

5.1. Accuracy of Representations and Warranties. The representations and warranties of Purchaser herein contained shall be true and correct.

5.2. Opinion of Counsel for Purchaser. Shareholder shall have received an opinion of Messrs. Strasser, Spiegelberg, Fried & Frank, counsel for Purchaser, dated the Closing Date, in form and substance satisfactory to Shareholder and its counsel, to the effect that:

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) The execution and delivery of this Agreement and the performance by Purchaser of the transactions contemplated herein have been duly authorized by the Board of Directors of Purchaser.

(c) Purchaser's Note has been duly authorized and validly issued, and, upon delivery, will be a valid and binding obligation of Purchaser, and will vest in the Shareholder legal and valid title thereto.

6. Indemnification.

6.1. Indemnification. The Shareholder agrees to reimburse and indemnify Purchaser against and in respect of:

(a) any loss, liability or damage to Purchaser or the Subject Corporation, in excess of the reserve for bad debt loss, if any, reflected in the Balance Sheet, resulting from the noncollection of any receivable (other than receivables owing by the Purchaser) referred to in Section 2.22(b) hereof;

(b) any loss, liability or damage to Purchaser or the Subject Corporation arising from any breach of any representation or warranty contained herein;

(c) all obligations and liabilities of the Subject Corporation whether accrued, fixed, contingent or otherwise, aggregating in excess of $10,000, arising on or before November 30, 1968 to the extent not reflected or reserved against in the Balance Sheet;

(d) all obligations and liabilities of, or claims against, the Subject Corporation between November 30, 1968 and the Closing Date except for those arising in the ordinary course of business of the Subject Corporation and except for those disclosed pursuant to this Agreement;

(e) all reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with any action, suit, proceeding, demand or judgment incident to any of the matters indemnified against in this Section 6.1.

6.2. Notice of Claim. If Purchaser shall be aware of any state of facts which threatens to give rise to any matter subject to indemnification pursuant to Section 6.1 hereof, Purchaser shall send a written notice to Shareholder briefly setting forth such facts. Shareholder shall have the right (without prejudice to Purchaser's rights under this Agreement) at its sole cost and expense, to defend against any claim giving rise to any such liability, expense or loss, including, if necessary, a defense in the name of Purchaser or Subject Corporation, who shall cooperate with Shareholder in the preparation of such defense, but shall be entitled to be reimbursed by Shareholder for the out-of-pocket costs and expenses or any liability incurred by them in connection therewith. In the event Shareholder undertakes such a defense, Shareholder shall be entitled to be represented by counsel of its own choosing. A "defense" in the sense of the foregoing shall be deemed to include the affirmative action for the collection of the accounts receivable referred to in Section 2.22(b) hereof

6.3. Other Remedies. Nothing contained in this Agreement shall be deemed to limit or affect the obligations of the Shareholder under this Agreement or to preclude Purchaser from proceeding against the Shareholder to enforce the obligations of the Shareholder under this Agreement, to the extent permitted thereby, or from pursuing any other legal remedy or right provided in this

Agreement or any other agreement or by law, and such remedies may be pursued separately or cumulatively after such exercise and exhaustion.

7. General.

7.1. Expenses. Each party hereto shall pay all of its own expenses incident to this Agreement and the transactions contemplated hereby, including all fees of its counsel and accountants.

7.2. Survival of Representations. All of the representations, warranties, covenants and agreements of the parties hereto herein contained or contained in any document furnished or to be furnished hereunder shall survive the Closing and the payment of any part or all of the purchase price.

7.3. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or delivered personally (a) if to the Shareholder, to Dana Corporation, 4100 Bennett Road, Toledo, Ohio 43601 , Attention of Secretary, with copies to the same address, Attention of Corporate Legal Counsel, and (b) if to Purchaser, to Philip Carey Corporation, 320 South Wayne Avenue, Cincinnati, Ohio, 42515, Attention of the President, with copies to Messrs. Strasser, Spiegelberg, Fried & Frank, 120 Broadway, New York, New York 10005, Attention of Lewis A. Stern, Esq., or to such other address as any of the parties hereto shall have specified in writing to the other party hereto.

7.4. Further Assurances. The Shareholder will execute and deliver to Purchaser all such further instruments and documents as Purchaser may reasonably request in order to perfect the transfer to Purchaser of the shares of Stock and the Demand Note.

7.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

7.6. Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; nothing in this Agreement expressed or implied is intended to confer on any other person, other than the parties hereto, any rights, remedies, agreements, understandings, obligations or liabilities under or by reason of this Agreement.

7.7. Sections and Other Headings. The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

7.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.9. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio.

7.10. Insurance. It is contemplated that all insurance coverage for the Subject Corporation under blanket policies maintained by the Shareholder will be cancelled by the Shareholder on the Closing Date and the Purchaser will on said date, arrange other coverage for the Subject Corporation. Promptly after receipt thereof, the Shareholder shall pay over to the Subject Corporation any and all amounts or credits received by it as refunds of premiums paid in respect of such cancelled insurance coverage.

7.11. Agreement with Shareholder. At the Closing, the Subject Corporation shall enter into a Supply and Technical Information Agreement substantially in the form annexed hereto as Schedule G, with the Shareholder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by an officer thereunto duly authorized as of the date first above written.

PHILLIP CAREY CORPORATION

By: [signature] V.P.

DANA CORPORATION

By: [signature] V.P.

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SCHEDULE A

SMITH & KANZLER FINANCIAL STATEMENTS

The undersigned S. W. Gustafson, Treasurer of Smith & Kanzler Company, hereby certifies that this Schedule A contains true and complete copies of the Balance Sheet of Smith & Kanzler Company as at August 31, 1968 and the related Profit and Loss Statement for the year then ended, and the Balance Sheet of Smith & Kanzler Company as at November 30, 1968 and the related Profit and Loss Statement for the three months then ended.

S. W. Gustafson, Treasurer
Smith & Kanzler Company

SMITH & KANZLER COMPANY

BALANCE SHEET

August 31, 1968

Assets

Current Assets:		
Cash		$ 1,149
Accounts Receivable, less allowance for doubtful accounts:		
Customers	$239,257	
Victor Division of Dana Corporation	57,479	296,736
Inventories		359,016
Prepaid expenses		11,094
		667,995
Other Assets, at cost		200,000
Land, buildings, machinery and equipment, at cost	2,596,338	
Less - depreciation	894,333	1,702,005
		$2,570,000

Liabilities and Stockholders' Equity

Current Liabilities:		
Accounts payable:		
Dana Corporation	$ 20,329	
Other	69,744	$ 90,073
Note payable to Dana Corporation, due on demand Interest 5-1/2%		950,000
Stockholders' equity:		
Common Stock - no par value -		
Authorized - 2,000 shares		
Issued - 2,000 shares	2,000,000	
Net income (loss) retained for use in the business	(470,073)	1,529,927
		$2,570,000

DFA000139

SMITH & KANZLER COMPANY

STATEMENT OF INCOME

Year Ended August 31, 1968

Net sales		$1,777,803
Other income (net)		16,602
		1,794,405
Costs and expenses (including depreciation of $154,467):		
Cost of sales	$1,527,285	
Selling, general and administrative expenses	179,029	
Interest expense - Dana Corporation	54,703	1,761,017
Net income		$ 33,388

STATEMENT OF NET INCOME (LOSS) RETAINED FOR USE IN THE BUSINESS

Year Ended August 31, 1968

Balance at August 31, 1967	$ (503,461)
Net income	33,388
Balance at August 31, 1968	$ (470,073)

DFA000140

SMITH & KANZLER COMPANY

BALANCE SHEET

November 30, 1968

Assets

Current Assets:		
Cash		$ 65,244
Accounts Receivable, less allowance for doubtful accounts:		
Customers	$ 247,832	
Victor Division of Dana Corporation	74,539	322,371
Inventories		351,894
Prepaid expenses		9,066
		748,575
Other Assets, at cost		200,000
Land, building, machinery and equipment, at cost	2,596,364	
Less - depreciation	933,317	1,663,047
		$2,611,622

Liabilities and Stockholders' Equity

Current Liabilities:		
Accounts payable:		
Dana Corporation	$ 3,957	
Other	70,441	$ 74,398
Accrued payroll		5,168
Other accrued expenses		30,069
		109,635
Note payable to Dana Corporation, due on demand Interest 5-1/2%		950,000
Stockholders' equity:		
Common stock - no par value		
Authorized - 2,000 shares		
Issued - 2,000 shares	2,000,000	
Net income (loss) retained for use in the business	(448,013)	1,551,987
		$2,611,622

DFA000141

SMITH & KANZLER COMPANY

STATEMENT OF INCOME

Three Months Ended November 30, 1968

Net Sales		$ 600,842
Other income - net		7,780
		608,622
Costs and expenses (including depreciation of $38,984):		
Cost of sales	$ 531,592	
Selling, general and administrative	41,908	
Interest expense - Dana Corporation	13,062	586,562
Net income		$ 22,060

STATEMENT OF NET INCOME (LOSS) RETAINED FOR USE IN THE BUSINESS

Three Months Ended November 30, 1968

Balance at August 31, 1968	$ (470,073)
Net income	22,060
Balance at November 30, 1968	$ (448,013)

DFA000142

SCHEDULE B
OF
SMITH & KANZLER STOCK PURCHASE AGREEMENT

Payments made by Smith & Kanzler Company to Dana Corporation from November 30, 1968 to February 1, 1969.

Item	Amount
Administrative Expense for October, November, December and January	$ 7,400.00
Interest Payments for November, December and January	13,062.51
	$20,462.51
Less Credit	397.35
Total Payment	$20,065.16

(Note: An additional payment will be due for administrative expense and interest for the period from February 1, 1969 to date of closing; further, there will be a charge of $1664 for the leased car sold to Smith & Kanzler at book value.)

SCHEDULE C
OF
SMITH & KANZLER STOCK PURCHASE AGREEMENT

No Exceptions.

SCHEDULE D
OF
SMITH & KANZLER STOCK PURCHASE AGREEMENT

(a) Real Property.

Smith & Kanzler is the owner of the premises known as 1414 East Linden Avenue, Linden, New Jersey and buildings and structures thereon, substantially as shown on survey map dated June 18, 1964 and prepared by Frank F. Koczur of Elizabeth, New Jersey.

(b) Policies of Insurance.

Aetna Life Insurance Company
Hartford, Connecticut

Group Policy No. T-47699 executed August 1, 1968, to take effect August 1, 1967 with rider executed July 25, 1968, to take effect August 1, 1967. Type of Coverage: Basic Life Insurance; no prepayment of premiums (paid monthly for preceding month).

Aetna Life Insurance Company
Hartford, Connecticut

Group Policy No. CG-47699 executed July 1, 1966 to take effect April 10, 1966 with first rider executed July 28, 1968 to take effect August 1, 1967 and second rider (adding provisions relating to Medicare) executed February 28, 1968 to take effect August 1, 1967. This policy originally covered Accidental Death and Dismemberment and Basic Hospital-Medical-Surgical benefits. The Hospital-Medical-Surgical coverage was cancelled effective August 31, 1968 by mutual agreement with the insurer, leaving only Accidental Death and Dismemberment coverage in effect. A rider reflecting this last mentioned change has not been received from the insurer. No prepayment of premiums (paid monthly for preceding month).

(b) Cont'd.

Smith & Kanzler is a subscriber to
New Jersey Blue Cross-Blue Shield Coverage, effective October 31, 1968 as per Hospital Service Plan of New Jersey (Series 1962 as amended) and Medical-Surgical Plan of New Jersey (Series 1965 as amended). Prepaid one month in advance.

Liberty Mutual Insurance Company
Liberty Mutual Building
240 So. Harrison Street
East Orange, New Jersey
Policy No. GS 1-832-064547-01-TD 32-NJ
Private Plan No. 069-10925
Type Coverage: New Jersey Disability Benefit Plan (Sickness & Accident).
Premium not prepaid (paid quarterly for preceding quarter).

(c) Contracts of Smith & Kanzler which involve the payment by Smith & Kanzler of more than $20,000 or extend for a period of more than 3 months from February 1, 1969:

1. Agreement dated April 29, 1966 with Keystone Roofing Manufacturing Company, providing for the consignment of glass reinforced paper at their plant in York, Pennsylvania, for an indefinite period terminable on ninety days written notice.

2. Agreement dated December 6, 1968, with Philadelphia Quartz Company, providing for partial annual requirements of Sodium Silicate, for a period of one year (on total amount of 740,000 lbs. maximum).

3. Agreement dated January 7, 1969, with E. I. duPont de Nemours & Company, for partial annual requirements for Sodium Silicate for a period of one year (on total amount of 200,000 lbs. maximum).

4. Agreement dated May 21, 1968, with B. F. Goodrich Chemical Company, providing for free lease of tank cars for temporary storage of liquid latex. Contract is for an indefinite period and terminable on notice.

(c) Cont'd.

5. Agreement dated December 15, 1966, with Standard Trucking Company, Inc. providing for contract trucking services for an indefinite period of time, terminable on thirty days written notice.

6. Agreement dated August 15, 1967, with Dr. Morris Lieff, providing for his consulting services, for a period of two years, terminable by mutual consent.

7. Agreement dated June 3, 1968, with F. W. Dodge Company, for a period of one year for sales leads.

License Agreements of Smith & Kanzler Company:

1. Spraycraft license agreement dated January 26, 1966 with Bradford Insulations (W.A.). License is limited to State of Western Australia and is for a term of 10 years at a royalty of 3% of net sales.

2. Spraycraft license agreement dated May 12, 1964 with Bradford Insulations (S.A.). License is limited to State of South Australia and is for a term of 10 years at a royalty of 3% of net sales.

3. Spraycraft license agreement dated March 15, 1967 with Western Chemical and Manufacturing Company. License granted is exclusive for the Western United States (as defined) for a term of 5 years at a royalty of $20/ton.

4. Spraycraft license agreement dated October 24, 1967 with Cartier Insulation Ltd. License granted is exclusive for Canada for a term of 5 years at a royalty of $15/ton.

(d) Collective Bargaining Agreement dated October 23, 1967 between Smith & Kanzler Company and United Packing House, Food and Allied Workers. Agreement effective until October 1, 1970. Supplemental Agreements dated October 23, 1967, April 23, 1968 and November 13, 1968.

Pension Agreement dated January 23, 1968 (to take effect from October 1, 1967 to October 1, 1970) between Smith & Kanzler Company and United Packing House, Food and Allied Workers.

Pension Trust Agreement dated April 11, 1968 (effective October 1, 1967) between Smith & Kanzler Company and Continental Illinois National Bank and Trust Company of Chicago, Illinois.

(Note: Consulting agreement and hospitalization insurance set forth above.)

(e) Directors of Smith & Kanzler Company:

R. M. Burns (resigned Jan. 16, 1969 and not replaced)
R. C. McPherson
M. R. Gavin

Officers of Smith & Kanzler Company:

R. M. Burns - President (resigned Jan. 16, 1969 & not replaced)
S. W. Gustafson - Secretary-Treasurer
E. W. Walley - Assistant Secretary

No outstanding powers of attorney.

(f) Smith & Kanzler does not have any retired employees receiving, or entitled to receive, any payments from Smith & Kanzler, with the exception of J. Brady, a retired employee who earns wages from Smith & Kanzler as a part-time watchman.

(g) Smith & Kanzler does not maintain any safe deposit box. Below is a list of all bank accounts maintained by Smith & Kanzler, together with a list of all persons entitled to draw thereon.

Bank Account	Authorized to Draw
	(Any Two)
1. Fidelity Union Trust Company Newark, New Jersey Regular #309-409-1	J. A. Martino S. W. Gustafson R. M. Burns J. A. Johnson H. B. Wittman R. S. McGranahan Anne Geddes Steklen
	(Any One)
2. Fidelity Union Trust Company Newark, New Jersey Payroll #800-399-8	S. W. Gustafson R. M. Burns J. A. Johnson J. A. Martino R. S. McGranahan

(h) Smith & Kanzler does not maintain any account with any stock brokerage firm.

(i) Smith & Kanzler is not indebted to any officer or director, or relative thereof.

SCHEDULE E

OF

SMITH & KANZLER STOCK PURCHASE AGREEMENT

Smith & Kanzler Company is not involved in any pending or threatened litigation, or subject to any order or decree of any governmental agency or instrumentality, except as follows:

(1) Automobile accident claim which arose prior to 1968. Claim turned over to James S. Kemper Agency, Inc., 20 North Wacker Drive, Chicago, Illinois. Covered by Lumbermen's Mutual Casualty Co.'s Policy No. FGL 7590.

(2) Workmen's Compensation claim filed by A. E. Binger. Claim turned over to James S. Kemper Agency, Inc. Claim No. 031C 66831X - Jan. 9, 1966.

SCHEDULE F
OF
SMITH & KANZLER STOCK PURCHASE AGREEMENT

TRADEMARK REGISTRATIONS
OF
SMITH & KANZLER COMPANY

U. S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Date
SPRAYCRAFT	715,627	May 23, 1961
JETBESTOS	593,514	August 10, 1954
JETBEST	593,513	August 10, 1954
NEMO	406,593	April 11, 1964

CANADIAN TRADEMARK REGISTRATION

SPRAYCRAFT	130,699	April 26, 1963

Schedule G

AGREEMENT

AGREEMENT made this 18th day of February, 1969 by and between DANA CORPORATION, a Virginia corporation having its principal office at Toledo, Ohio (herein called "Dana") and SMITH & KANZLER COMPANY, a New Jersey corporation having its principal office at Linden, New Jersey (herein called "S & K").

WHEREAS, S & K was formerly a wholly-owned subsidiary of Dana and the primary supplier of certain gasketing materials to Dana;

WHEREAS, Dana desires to maintain a reliable source of said gasketing materials and whereas S & K desires to continue selling said gasketing materials to Dana;

WHEREAS, Dana has heretofore supplied S & K with certain proprietary information relating to the formulation and manufacture of said gasketing materials; and

WHEREAS, S & K recognizes Dana's proprietary interest in said information,

NOW, THEREFORE, the parties hereto have agreed as follows:

1. Purchase of Gasketing Material by Dana. For a period of one year beginning with the date of this Agreement, Dana hereby agrees to purchase all of its requirements of

the following designated gasketing materials from S & K, and S & K agrees to sell to Dana its requirements of such gasketing materials:

S & K PRODUCT NUMBERS

6564	6597	6108	6282A	6222	6506

Subject to S & K delivering acceptable product in accordance with Dana's releases, Dana agrees to use only No. 6506 in the manufacture of Victocor 150 for all applications where No. 6506 is approved.

2. Purchase Orders & Releases. Dana shall issue to S & K one-year blanket purchase orders for each of the products specified in paragraph 1, and against such purchase orders, Dana shall issue weekly releases specifying the products and amounts to be shipped by S & K. S & K agrees to accept such purchase orders and shall ship promptly against said releases. The terms and conditions of sale printed on said purchase orders of Dana shall not be controlling between the parties. Except as otherwise provided in this Agreement, and except as typewritten or manually written on the face of Dana's purchase order, the provisions of the Uniform Commercial Code shall control the terms and conditions of sale of gasketing material sold pursuant to this Agreement.

3. <u>Inventory Levels</u>. Dana shall give S & K quarterly (3-month) forecasts of Dana's requirements for each of the products specified in paragraph 1. In the event that Dana's requirements of any such product in a quarter (as reflected by the total amount of Dana's releases for such quarter) shall be less than the amount forecast, then the difference between such amounts shall be included in Dana's forecast for the following quarter. From time to time, Dana shall specify reasonable minimum inventory levels (not in excess of the minimum forecast for the then current quarter) to be maintained by S & K for each of the products designated in paragraph 1, and S & K shall use its best efforts to maintain such minimum inventory levels. S & K shall report to Dana on a weekly basis its inventory of the products specified in paragraph 1. Inventory of products held by S & K for sale to Dana shall be maintained by S & K on a "first-in - first out" basis. As soon as practicable after the end of the last quarter of the one-year purchase order period, Dana shall purchase all of S & K's inventories of the products specified in paragraph 1 at the end of said period, provided that Dana shall not be required to purchase inventory of any such product in excess of the sum of

(i) the minimum inventory level last specified by Dana for such product, and

(ii) if Dana's requirements for such product for the last quarter shall have been less than the amount forecast for such quarter, the difference between its actual requirements and the amount of such forecast and

(iii) any reasonable additional amounts of inventory of such product which S & K may have on hand at the end of said period.

4. Prices. Gasketing material sold by S & K to Dana pursuant to this Agreement shall be at the prices shown on the attached Schedule "A". It is agreed that the prices of Schedule "A" are subject to verification by the parties within 30 days hereof of the raw material costs submitted to Philip Carey Corporation by S & K, as shown on Schedule "B". In the event that it shall be determined that said raw material costs do not truly reflect the actual raw material costs of S & K at 1st February, 1969, then the prices of Schedule "A" shall be changed to directly reflect any such differences. Payment of S & K's invoices by Dana shall be made on the basis of net 15th prox.

5. Product Specifications. S & K warrants and agrees that all gasketing materials sold by S & K to Dana pursuant to this Agreement shall be made in accordance with the

present formulas of S & K and Dana for such materials and shall meet the present specifications of S & K and Dana for such gasketing materials. Any change in said formulas and specifications shall be made only with the prior written consent of Dana. S & K further warrants that all gasketing material sold by S & K to Dana pursuant to this Agreement shall be free of defects in material and workmanship. Except as expressly set forth in this paragraph 5, S & K makes no warranty, express or implied, including any warranty of merchantability, fitness for any particular purpose, or non-infringement of claims of any adversely held patents, in respect of gasketing materials sold pursuant to this Agreement.

6. Returns. In the event that any gasketing material shipped pursuant to this Agreement does not meet the specifications set for it and is not accepted by Dana, Dana shall notify S & K of its decision not to accept such material and the reasons for its decision. Such non-accepted material shall be held by Dana for inspection by S & K for a period not to exceed 30 days from the date of said notice, and within said period, S & K shall issue full credit for such material and disposal instructions to Dana. If in the opinion of Dana such non-accepted material can be used in certain of Dana's production, even though such material does not meet the specifications set for it, a special selling price may be negotiated by the parties.

7. Proprietary Information. S & K recognizes Dana's proprietary interest in the formulas, specifications, and all other information relating to the following designated products:

S & K Product Number 6597
S & K Product Number 6564
S & K Product Number 6506
S & K Product Number 6222
S & K Product Number 6856
Victolex 258
70 Board

S & K agrees to use its best efforts to maintain in confidence all information relating to the above designated products, and agrees not to use such information for its own benefit or for the benefit of any third party. S & K further agrees not to produce or sell to anyone other than Dana, or a third party designated in writing by Dana, the above designated products. The obligations of this paragraph 7 shall not extend to such information that is, or becomes (without disclosure by S & K), freely available to the public or such information that was known to, and freely discloseable by, Philip Carey Corporation, as evidenced by their written records dated prior to the date of this Agreement. S & K's obligations under this paragraph 7 shall subsist and continue for a period of ten years from the date of this Agreement.

8. Export Shipments. When requested by Dana, S & K shall prepare (i) shipments of gasketing materials sold by S & K pursuant to this Agreement and (ii) shipments of S & K Product No. 6856 sold by S & K to Dana, for export shipment to foreign licensees of Dana. The cost of such preparation shall be at the expense of Dana and shall be separately stated by S & K on its invoices to Dana. The price of S & K Product No. 6856 shall be mutually agreed upon by the parties.

9. Force Majeur. The obligations of the parties under this Agreement and under the purchase orders issued by Dana and accepted by S & K, shall be subject to delay or impossibility in performance caused by war, fire, floods, accidents, strikes, acts of God or the public enemy, governmental requisitions, priority orders, inability to obtain material, delays in transportation or any other causes similarly or otherwise beyond the power of the affected party to control.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof and shall be binding on and inure to the successors of either party, but shall not be assigned by either party without the prior written consent of the other party.

In Witness Whereof, the parties have caused this Agreement to be executed.

SMITH & KANZLER COMPANY

By ________ Treas.

CORPORATE SEAL

Attest:

____
Secretary

DANA CORPORATION

By ________ V.P.

CORPORATE SEAL

Attest:

____

DFA000166

SCHEDULE A
OF AGREEMENT BETWEEN
DANA AND SMITH & KANZLER

Product No.	Caliper Range (in inches)	Price-FOB Linden, N.J.
6564	.013 to .018	$275.60/ton
	.023 to .028	$260.00/ton
	.028 to .033	$234.00/ton
	.033 to .038	$239.20/ton
	.038 to .043	$234.00/ton
	.043 to .048	$239.20/ton
	.048 to .068	$275.60/ton
6597	.038 to .043	$242.05/ton
6108	.017 to .028	$254.93/ton
6222	.022 to .026	$514.10/ton
	.029 to .035	$471.70/ton
	.040 to .046	$450.50/ton
	.058 to .066	$450.50/ton
	Over .066 (laminated)	$578.76/ton
6282-A	.025 to .030	$311.57/ton
6506	.014 to .017	$0.31/sq. yd.
	.018 to .023	$0.35/sq. yd.
	.023 to .027	$0.43/sq. yd.
	.028 to .032	$0.59/sq. yd.
	.036 to .040	$0.66/sq. yd.

SCHEDULE B
OF
AGREEMENT BETWEEN DANA AND SMITH & KANZLER

PRODUCT NO.	CALIPER (In Inches)	FURNISH COST
6564	All Calipers of Schedule A	$103.93/ton
6597	.038/.043	$106.81/ton
6108	.017/.028	$82.39/ton
6222	All Calipers of Schedule A	$260.98/ton
6282-A	.025/.030	$106.66/ton
6506	All Calipers of Schedule A	$269.42/ton