PLAINTIFF'S EXHIBIT

CCS-65

AFFIDAVIT OF RICHARD L. KRZYZANOWSKI

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

I, RICHARD L. KRZYZANOWSKI, upon personal knowledge, depose and say:

1. I am the former Secretary and General Counsel for defendant Crown Cork & Seal Company, Inc. ("Crown"), a position from which I retired in January of 2000 after over 30 years of service at Crown, and am authorized by Crown to make this affidavit in support of Crown's Motion for Summary Judgment on the basis of the Act dated December 17, 2001, 15 P.S.CA. Section 1929.1 (Senate Bill 219 of 2001) entitled, "Limitations on Asbestos-Related Liabilities Relating to Certain Mergers or Consolidations." I make this affidavit based upon personal knowledge and upon the information contained in the true and correct copies of the documents attached to this affidavit as Exhibits 1-3.

2. Crown is a manufacturer and distributor of a variety of food and beverage packaging products. Crown has never manufactured, distributed, advertised, sold or installed any asbestos-containing (or other) insulation products, since its incorporation.

3. In 1963, Crown was the nation's largest producer and seller of metal bottle caps lined with cork, also known as crowns. In 1963, Mundet Cork Corporation ("Mundet Cork"), also a manufacturer of bottle metal caps and, thus, a competitor of Crown in that business, was the sixth largest producer and seller of metal bottle caps. On November 7, 1963, Crown entered into an agreement to purchase the majority of the stock of Mundet Cork. The majority shareholder of Mundet Cork, Joseph J. Mundet, had died and his estate had offered his shares for sale. Crown was primarily interested in purchasing the assets of Mundet Cork associated with its competing bottle cap

operations, and, in particular, Mundet Cork's North Bergen, N.J. plant location. Crown was interested in this location because it was conveniently close to New York and therefore useful in reducing Crown's costs for transporting cans to Crown's New York customers.

4. Consequently, on November 13, 1963, Crown purchased the majority of the outstanding stock in Mundet Cork from the Mundet estate. No Crown stock was exchanged for Mundet Cork's stock. Crown paid the total sum of approximately Seven Million ($7,000,000.) Dollars for the Mundet Cork Stock.

5. Subsequent to Crown's purchase of some of Mundet Cork stock on November 13, 1963, Mundet Cork remained a separate New York corporation until 1966.

6. On February 10, 1966, Mundet Cork was merged with Crown in the State of New York. A copy of the merger documents is attached hereto as Exhibit 1.

7. On March 30, 1989, Crown was reincorporated in the Commonwealth of Pennsylvania and consolidated through merger on May 1, 1989. A copy of the Articles of Incorporation is attached as Exhibit 2.

8. At the time of the stock acquisition, Mundet Cork's business included the following relevant divisions: (1) the closure (i.e., bottle cap) division, which held the assets in which Crown was interested; and (2) the insulation division, which, among other things, manufactured, sold, and contracted to install insulation products.

9. In the summer of 1963, prior to Crown's acquisition of Mundet Cork's stock, Mundet Cork ceased manufacturing insulation products. Immediately after the acquisition of the Mundet Cork stock, Mundet Cork, at the request of Crown their majority shareholder, began looking for a buyer for the insulation division.

H"), a manufacturer and seller of asbestos-containing insulation products. Pursuant to a Bill of Sale and Assignment, B-E-H purchased all of Mundet Cork's insulation product inventory; all of Mundet Cork's insulation contracts; all of Mundet Cork's insulation raw materials; Mundet Cork's accounts receivables relating to its insulation business, including receivables from both product manufacturing and product installation; Mundet Cork's insulation manufacturing machinery, tools, and equipment; the insulation division's branch offices; Mundet Cork's rights, titles, and interest in all insulation contracts; the right to Mundet Cork's trade names and trademarks for use in the manufacture of insulation products; and a negative covenant from Mundet Cork not to compete with B-E-H in the production of magnesia or calcium silicate products. B-E-H also expressly assumed all liabilities and obligations of Mundet Cork arising from and after February 8, 1964, under the relevant Mundet Cork leases, contracts, and performance bonds. A copy of the Bill of Sale and Assignment, dated February 8, 1964, is attached as Exhibit 3.

11. No former employees of Mundet Cork's insulation division came to work for Crown, and Crown retained no former officers of Mundet Cork. All documents and records related to the transferred assets were acquired by B-E-H. See id.

12. During 1964, Mundet Cork's crown manufacturing equipment was replaced with more modern and updated equipment. Aluminum can manufacturing equipment was also added to the North Bergen plant.

13. It was Crown's intention and understanding that in entering into the Bill of Sale and Assignment with B-E-H on February 8, 1964, Mundet Cork had sold the entire business and product line of the Insulation Division to B-E-H. See id.

14. Although referred to as a division of Crown for accounting purposes, Mundet Cork remained a separate corporation until February 10, 1966 when merged with Crown.

15. Crown's intention in "merging" the remaining Mundet Cork assets into Crown in 1966 was to transfer and consolidate Mundet Cork's residual bottle cap operation assets into Crown. By the time of that "merger", Mundet Cork had long since divested itself of any vestiges of its previous insulation operations.

16. Notwithstanding Crown's complete lack of involvement in the asbestos insulation business, by the late 1970's, Crown found itself embroiled in asbestos litigation. By December 31, 2001, Crown had paid or committed to be paid over $336,000,000. for asbestos claims as more fully described in the Affidavit of Alfred J. Dermody, Manager of Budget and Finance and Planning of Crown, also attached to this Motion for Summary Judgment.

RICHARD L. KRZYZANOWSKI

Sworn to before me this
28th day of Jan
, 2002.

Notary Public

NOTARIAL SEAL
MICHELLE J ROMANELLI, Notary Public
City of Philadelphia, Phila County
My Commission Expires August 27, 2005

EXHIBITS TO AFFIDAVIT OF RICHARD L. KRZYZANOWSKI

1. Merger Documents
2. PA Incorporation Documents
3. Copy of Bill of Sale

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542751 CERTIFICATE OF MERGER

OF

MUNDET CORK CORPORATION

INTO

CROWN CORK & SEAL COMPANY, INC.

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

CROWN CORK & SEAL COMPANY, INC., a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York, said CROWN CORK & SEAL COMPANY, INC. owning at least ninety-five per cent of the outstanding shares of each class of MUNDET CORK CORPORATION, another domestic corporation duly organized and existing under and by virtue of the laws of the State of New York, does hereby certify and set forth:

1. The name of the subsidiary corporation to be merged is MUNDET CORK CORPORATION.

2. The name of the surviving corporation is CROWN CORK & SEAL COMPANY, INC.

3. The designation and number of outstanding shares of each class of MUNDET CORK CORPORATION and the number of such shares of each class owned by CROWN CORK & SEAL COMPANY, INC. is as follows:

Designation of Outstanding Shares	Number of Outstanding Shares	Number of Outstanding Shares Owned by Surviving Corporation
~~Single class of~~ Capital Stock Par Value $100 per share	23,780	23,645

3(a). The Board of Directors of CROWN CORK & SEAL COMPANY, INC. has adopted a plan of merger of MUNDET CORK CORPORATION into CROWN CORK & SEAL COMPANY, INC.

4. MUNDET CORK CORPORATION survived as a result of a consolidation under Section 86 of the New York Stock Corporation Law between L. Mundet & Son and Mundet Cork Corp.

The certificate of incorporation of L. Mundet & Son was filed in the office of the Secretary of State of New York on January 7, 1908. The certificate of incorporation of Mundet Cork Corp. was filed in the office of the Secretary of State of New York on October 2, 1930. The certificate of consolidation of L. Mundet & Son and Mundet Cork Corp. into MUNDET CORK CORPORATION was filed in the office of the Secretary of State of New York on November 1, 1937.

5. The date when the certificate of incorporation of CROWN CORK & SEAL COMPANY, INC. was filed by the Department of State is the 19th day of December, 1927.

6. A copy of the plan of merger of MUNDET CORK CORPORATION into CROWN CORK & SEAL COMPANY, INC. was given to all the holders of shares of MUNDET CORK CORPORATION not owned by the surviving corporation, CROWN CORK & SEAL COMPANY, INC., on the 27th day of December, 1965.

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 4th day of January, 1966.

CROWN CORK & SEAL COMPANY, INC.

WITNESS:

[signature] By [signature]
Chairman of the Board

and

[signature] By [signature]
Gordon W. Blair, Vice President

and

[signature] By [signature]
Henry S. Faus, Secretary

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF PHILADELPHIA

John F. Connelly, Gordon W. Blair and Henry S. Faus, being first duly sworn, depose and say that they are Ch. of the Board, Vice President and Secretary respectively, of Crown Cork & Seal Company, Inc.; that they have read the foregoing certificate and know the contents thereof and that the statements therein contained are true.

John F. Connelly
John F. Connelly, Chairman of the Board

Gordon W. Blair, Vice President

Henry S. Faus
Henry S. Faus, Secretary

SWORN TO AND SUBSCRIBED
before me this 4th day
of January, 1966.

Shirley Fox
Notary Public
My commission expires: 2-13-67

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF PHILADELPHIA :

On the 4th day of January , 1966, before me personally came Henry S. Faus , to me known, who being by me duly sworn, did depose and say that he resides at 1300 Gilbert Road, Meadowbrook, Pa. that he is the Secretary of Crown Cork & Seal Company, Inc., the corporation described in and which executed the attached instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Notary Public
My commission expires: 2-13-67

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Exhibit 3.1

The Articles of Incorporation of the Corporation are amended and restated in their entirety so as to read as follows:

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

of

CROWN CORK & SEAL COMPANY, INC.,

A PENNSYLVANIA CORPORATION

FIRST: The name of the corporation is Crown Cork & Seal Company, Inc. The corporation is incorporated under the Pennsylvania Business Corporation Law.

SECOND: The purposes of the corporation (hereinafter sometimes called the Corporation) are to do any and all of the things hereinafter set forth to the same extent as natural persons might or could do in any part of the world, namely:

1. To manufacture, produce, purchase or otherwise acquire, sell or otherwise dispose of (i) containers made from metal, glass, paper, rubber, wood, plastics or other material, for liquids, solids, powder, cream, loose pourables and other substances; (ii) crowns, caps, corks, seals and closures of all kinds for containers; and (iii) machinery, equipment and component parts for bottling, filling, closing, sealing and packaging bottles and other containers of all kinds.

2. To carry on a general mercantile, manufacturing, fabricating, metalworking, machinery, lithographing, printing and packaging business.

3. To carry on the business of general merchants, brokers, agents, dealers in, importers and exporters of, searchers for, workers in and manufacturers of natural products, raw materials, manufactured products and marketable goods, wares and merchandise of every kind, nature and description.

4. To apply for, purchase or in any manner to acquire; to hold, own, use and operate; to sell or in any manner dispose of; to grant or license other rights in respect of; and in any manner deal with any and all rights, interests, inventions, improvements and processes used in connection with or secured under letters patent or copyrights of the United States or other countries or otherwise; and to work, operate or develop the same.

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5. To purchase, lease or otherwise acquire, and to hold, own, sell or dispose of real and personal property of all kinds and in particular lands, buildings, business concerns and undertakings, shares of stock, mortgages, bonds, debentures, and other securities, merchandise, book debts and claims, trademarks, trade names, and any interest in real or personal property.

6. To guarantee the payment of dividends on any shares of the capital stock of any corporation, joint stock company or association in which the Corporation has or may at any time have an interest; to endorse or otherwise guarantee the payment of the principal of, or interest on, any scrip, bonds, coupons, mortgages, debentures, or other securities issued or created by any corporation, joint stock company or associations in which the Corporation have an interest, or whose shares or securities it owns; to become surety for and to guarantee the carrying out or the performance of any and all contracts of every kind or character of any corporation, joint stock company or corporation in which the Corporation has an interest, or whose shares or securities it owns; and to do any and all lawful things designed to protect, preserve, improve or enhance the value of any such shares, scrip, voting trust certificates, bonds, coupons, mortgages, debentures, securities or other evidences of indebtedness of any corporation, joint stock company or association in which the Corporation has an interest or whose shares or securities it may own, and to make any guarantee which may be lawful for a corporation organized under the Business Corporation Law.

7. To lend and borrow money; to draw, make, accept, endorse, transfer, assign, execute and issue bonds, debentures, promissory notes, and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts to convey, transfer, assign, deliver, mortgage and pledge all or any part of the property or assets at any time owned or held by the Corporation, upon such terms and conditions as the Board of Directors shall authorize and as may be permitted by law.

8. To acquire, hold, sell, reissue, or cancel any shares of its own capital stock, provided, however, that the Corporation may not use any of its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of the capital of the Corporation, and provided further, that the shares of its own capital stock belonging to the Corporation shall not be voted directly or indirectly.

9. To undertake or assume the whole or any part of the bonds, mortgages, franchises, leases, contracts, indebtedness, guaranties, liabilities and obligations of any person, firm, association, corporation or organization, and to purchase or otherwise acquire the whole or any part of the property, assets, business, good-will and rights of any person, firm, association, corporation or organization and to pay for the same or any part or combination thereof in cash, shares of the capital stock, bonds, debentures, debenture stock, notes and other obligations of the Corporation or otherwise, or by undertaking and assuming the whole or any part of the liabilities or obligations of the transferor; and to hold or in any manner dispose of the whole or any part of the property and assets so acquired or purchased, and to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct, management and carrying on of such business.

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10. To organize, incorporate and reorganize subsidiary corporations and joint stock companies and associations for any purpose permitted by law.

11. To sell, improve, manage, develop, lease, mortgage, dispose of, or otherwise turn to account, or deal with all or any part of the property of the Corporation.

12. To carry on business at any place or places within the jurisdiction of the United States, and in any and all foreign countries, and to purchase, hold, mortgage, convey, lease or otherwise dispose of and deal with real and personal property at any such place or places.

13. To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business of the Corporation or business of a similar nature, with any person, firm, corporation (private, public or municipal), or body politic under the government, or agency thereof, of the United States or any state, territory or colony thereof or any foreign government, so far as, and to the extent that the same may be done and performed by corporations organized under the Business Corporation Law.

14. To do all and everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in connection with other corporations, firms or individuals, and either as principals or as agents, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid objects, purposes or powers, or any of them.

15. The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Corporation, and the enjoyment and exercise thereof, as may now or hereafter be conferred by the laws of the Commonwealth of Pennsylvania upon corporations organized under the provisions of the Business Corporation Law.

THIRD: The total number of shares which may be issued by the Corporation is 500,000,000 shares of Common Stock, at a par value per share of $5.00 (the "Common Stock"), and 50,000,000 shares of Preferred Stock to be used in the acquisition of CarnaudMetalbox (the "Acquisition Preferred Stock") and 30,000,000 shares of Preferred Stock (the "Additional Preferred Stock"), without par value.

A. Common Stock. The designations, voting powers, restrictions and rights of the Common Stock are as follows:

1. *Dividends*. Holders of Common Stock will be entitled to receive such dividends as may be declared by the Board of Directors.

2. Liquidation. In any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the debts of the Corporation and obligations with respect to any issued and outstanding shares of preferred stock shall have been paid or

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provided for, all of the remaining assets of the Corporation shall belong to and shall be distributed ratably among the holders of the Common Stock.

3. Reacquired Shares. The Board of Directors shall have the power to eliminate reacquired shares of Common Stock from the authorized number of shares of the Corporation or to restore such shares to the status of authorized but unissued shares.

4. Voting Rights. Except as may otherwise be required by law in any case and as provided in a resolution of the Board of Directors fixing voting rights pursuant to Section C below, the holders of shares of Common Stock possess the exclusive voting powers of the Corporation. At every meeting of stockholders of the Corporation, the holders of record of shares of Common Stock entitled to vote thereat shall be entitled to one vote for each share held. The holders of Common Stock shall not be entitled to cumulative voting in the election of directors of the Corporation.

B. Capital Stock Generally. The following provisions shall apply to all classes of the Corporation's capital stock:

1. Additional or Increased Stock. No holder of stock of the Corporation of any class shall be entitled as of right to subscribe for any additional or increased stock of any class or any obligations convertible into any class or classes of stock, and the Corporation may, without offering any such increased or additional stock or obligations to stockholders of any class, sell or dispose of the same to such persons and for such consideration permitted by law as the Board of Directors from time to time in its absolute discretion determines.

2. Authorized Shares. The Corporation may issue and sell its authorized shares, if any, without par value from time to time in the absence of fraud in the transaction, for such consideration as may from time to time be fixed by the Board of Directors, and sell and dispose of any stock having a par value, for such consideration permitted by law, as the Board of Directors may from time to time determine, without other authority, consent or vote of the stockholders of the Corporation of any class or classes, except as otherwise provided herein or under applicable law.

C. Preferred Stock.

1. Acquisition Preferred Stock. The following provisions shall apply to Acquisition Preferred Stock:

(a) Designation. The unissued shares of Acquisition Preferred Stock may be divided and issued at any time, as set forth in C.1(b) below, in one or more classes or series of a class as may be designated by the Board of Directors of the Corporation. The Board of Directors shall have the full authority permitted by law to fix by resolution the designations, number and the voting rights, preferences, privileges, limitations, restrictions, conversion rights and other special or relative rights, if any, of any class or any series of any class of the Acquisition Preferred Stock that may be desired.

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(b) Issuance. Shares of Acquisition Preferred Stock shall be issued solely to effect the acquisition by the Corporation of the capital stock (and securities convertible into or exchangeable for such capital stock) of CarnaudMetalbox, a *societe anonyme* organized under the laws of the Republic of France. Following the initial issuance of Acquisition Preferred Stock to effect the acquisition of CarnaudMetalbox, no further shares of Acquisition Preferred Stock shall be issued and, in the event that any shares of Acquisition Preferred Stock are authorized but unissued, the number of authorized shares of Acquisition Preferred Stock shall be reduced accordingly.

2. Additional Preferred Stock. The unissued shares of Additional Preferred Stock may be divided and issued at any time and from time to time in one or more classes or series of a class as may be designated by the Board of Directors of the Corporation. The Board of Directors shall have the full authority permitted by law to fix by resolution the designations, number and the voting rights, preferences, privileges, limitations, restrictions, conversion rights and other special or relative rights, if any, of any class or any series of any class of the Additional Preferred Stock that may be desired; provided, however, that such shares will rank on a parity with or junior to Acquisition Preferred Stock and provided further that the shares of any such class or series of a class shall not be entitled to more than one vote per share when voting as a class with holders of the Corporation's Common Stock.

FOURTH: The capital of the Corporation shall be at least equal to the amount of the aggregate par value of all issued shares having par value.

FIFTH: The registered office of the Corporation within the Commonwealth is to be located in the City of Philadelphia, at 9300 Ashton Road, Philadelphia, Pennsylvania 19136.

SIXTH: The duration of the Corporation is to be perpetual.

SEVENTH: Following the merger of Crown Cork & Seal Company, Inc., a New York corporation into the Corporation, the number of the directors of the Corporation is to be not less than ten (10) nor more than eighteen (18), as may be provided in the by-laws from time to time. The directors need not be stockholders of the Corporation.

EIGHTH: The following provisions are inserted for the regulation of the business and for the conduct of the affairs of the Corporation and its directors and stockholders:

1. The Board of Directors from time to time shall determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation or any of them, except the stock book, shall be open to the inspection of the stockholders, and no stockholder shall have the right to inspect any books or documents of the Corporation except as conferred by statute or authorized by the Board of Directors.

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2. A director of the Corporation shall not, in the absence of fraud, be disqualified by his office from dealing or contracting with the Corporation, either as a vendor, purchaser or otherwise, nor in the absence of fraud shall, insofar as permitted by statute, any transaction or contract of the Corporation be void or voidable or affected by reason of the fact that any director, or any firm of which any director is a member, or any corporation of which any director is an officer, director or stockholder, is in any way interested in such transaction or contract, provided that at the meeting of the Board of Directors or of a committee thereof having authority in the premises to authorize or confirm said contract or transaction, the interest of such director, firm or corporation is disclosed or made known, and there shall be present a quorum of the Board of Directors or of the directors constituting such committee, and such contract or transaction shall be approved by a majority of such quorum, which majority shall consist of directors not so interested or connected. Nor shall any director be liable to account to the Corporation for any profit realized by him from or through any such transaction or contract of the Corporation, ratified or approved as aforesaid, by reason of the fact that he or any firm of which he is a member, or any corporation of which he is a stockholder, director or officer, was interested in such transaction or contract. Directors so interested may be counted when present at meetings of the Board of Directors or of such committee for the purpose of determining the existence of a quorum. Each and every person who is or may become a director of the Corporation is hereby relieved from any liability that might otherwise exist from those contracting with the Corporation for the benefit of himself or any firm, association or corporation in which he may be in any wise interested. Any contract, transaction or act of the Corporation or the Board of Directors or of any committee which shall be ratified by a majority in interest of a quorum of the stockholders having voting power, shall, insofar as permitted by statute, be as valid and as binding as though ratified by every stockholder of the Corporation; but this shall not be construed as requiring the submission of any contract to the stockholders for approval.

3. The Board of Directors shall have power from time to time to fix and determine and vary the amount to be set aside from the earnings of the Corporation as working capital before making payment of any dividends on any class of stock or any distribution of profits; and before making payment of any dividends on any stock or any distribution of profits, the Board of Directors may set aside out of the profits of the Corporation such sum or sums as it may from time to time in its absolute discretion think proper, whether as additional working capital, as a fund for the payment and retirement of the indebtedness of the Corporation, whether funded or otherwise, or as a surplus fund for such corporate purposes as the Board shall think conducive to the best interests of the Corporation.

4. The Board of Directors shall have power to hold their meetings in or outside the Commonwealth of Pennsylvania, in such places as from time to time may be designated by the By-Laws or by resolution of the Board of Directors.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision herein contained in the manner named, or hereafter prescribed by law, and all rights conferred upon stockholders hereunder are granted subject to this provision.

TENTH: Subchapter E, Control Transactions, of Chapter 25 of the Pennsylvania Business Corporation Law, as amended, shall not be applicable to the Corporation.

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BILL OF SALE AND ASSIGNMENT

For value received and intending to be legally bound, MUNDET CORK CORPORATION, a New York corporation, located at 7101 Tonnelle Avenue, North Bergen, New Jersey (hereinafter referred to as "SELLER"), a Division of Crown Cork & Seal Company, Inc., a New York corporation, located at 9300 Ashton Road, Philadelphia 36, Pennsylvania, hereby sells, assigns, grants, conveys, transfers and sets over to BALDWIN-EHRET-HILL, INC., a Pennsylvania corporation, located at 500 Breunig Avenue, Trenton, New Jersey (hereinafter referred to as "BUYER"), the following assets, goods, chattels and rights of Seller's Thermal Insulation Contract Division:

1) Seller's inventory of finished goods and work in process at Seller's manufacturing cost or contract cost, less 15%, whichever is lower, all in the quantities and at the locations specified in Schedule 1, attached hereto and made a part hereof by reference;

2) Seller's contracts in progress, based upon costs from February 1, 1964 to February 8, 1964, as specified in Schedule 2, attached hereto and made a part hereof by reference;

3) Seller's contracts in progress upon which no progress billings have been made, based on costs from inception to January 31, 1964, as specified in Schedule 3, attached hereto and made a part hereof by reference;

4) Seller's inventory of raw materials and useable purchased materials at Seller's purchase price, all in the quantities and at the locations specified in Schedule 4, attached hereto and made a part hereof by reference;

5) All accounts receivable specified in Schedule 5, attached hereto and made a part hereof by reference, ~~based upon 97-1/2% of unpaid~~ balance;

6) All of the office furniture, fixtures, equipment and small tools located in the branch offices of Seller, identified in Schedule 6, attached hereto and made a part hereof by reference;

7) Any and all rents and/or deposits on Leases as identified in Schedule 7, attached hereto and made a part hereof by reference;

8) The items of machinery and equipment located at Seller's North Bergen, New Jersey plant, as specified in Schedule 8, attached hereto and made a part hereof by reference;

9) All of Seller's right, title and interest in all Thermal Insulation Contracts and 6 Performance Bonds, identified and specified in Schedule 9, attached hereto and made a part hereof by reference;

The parties have executed a master contract and bond assignment form and agree that reproductions of such form with individual contract numbers and names inserted shall be attached to each individual contract and shall be considered as an original executed assignment.

The contract files shall be physically delivered to Buyer at a time and place designated by mutual agreement of the parties.

10) All of Seller's right, title and interest in the Branch Manager Contracts in effect, identified and specified in Schedule 10, attached hereto and made a part hereof by reference;

The time and place of physical delivery of said contracts shall be agreed to by the parties.

11) All of Seller's right, title and interest in the Branch Offices and Warehouses leased by Seller and assigned to Buyer under separate and individual Assignments, identified and specified in Schedule 11, attached hereto and made a part hereof by reference;

12) All of Seller's right, title and interest in three (3) Vehicle Leases, identified and specified in Schedule 12, attached hereto and made a part hereof by reference.

To have and to hold the assets and rights hereby transferred and assigned or intended to be transferred and assigned unto the Buyer, forever.

Upon receipt of written notice from Buyer, within one year from February 28, 1964, Seller will execute and deliver to Buyer such documents as shall be necessary to grant to Buyer a perpetual, royalty-free, exclusive world-wide license for the use, in connection with the manufacture, distribution and installation of thermal insulation, of such of Seller's present trade names and trademarks as are specified in that notice.

Seller appoints Buyer its true and lawful attorney, with full power of substitution, to demand, receive and collect all moneys, claims or rights due or to become due from the assets and rights hereby sold, assigned and transferred, and to give receipts and releases with respect thereto, and to institute any necessary proceedings to collect or enforce any such moneys, claims or rights.

Seller agrees to execute and deliver to Buyer all such further instruments of assignment or other documents, and to take all such other actions as may be necessary or, in Buyer's opinion, desirable to fully convey and assign to Buyer title to all the assets and rights hereby sold, assigned and transferred or intended so to be.

Seller represents and warrants that Seller has and hereby conveys to Buyer good and marketable title to the assets and rights recited herein and on the schedules attached hereto, free and clear of all liens, charges, claims and encumbrances of any nature whatsoever.

Seller represents and warrants to Buyer that the amounts listed on Schedule 5 hereto are due and owing in full to the Seller on the date hereof, and are not subject to any deduction, defense, set-off, or counterclaim of any nature whatsoever.

Pursuant to Paragraph 5, page 2 herein and Schedule 5, sums of money collected through February 24, 1964 are hereby deducted from the total receivables referred to in Paragraph 5, page 2 and Schedule 5. Collections applicable to these receivables and other monies collected, owing to Buyer after February 24, 1964, will be remitted daily by Seller to Buyer.

In the event of any sales, transfer or similar taxes incurred with respect to this Bill of Sale or any Assignments thereunder, or any future Assignments necessary ... made to Buyer by Seller, such taxes shall be divided equally between Buyer and Seller.

Seller covenants that for five (5) years after February 28, 1964, it will not engage in the production of calcium silicate or magnesia at its North Bergen, New Jersey plant, or sell such plant to another company for the production of such products, and Seller will not engage in the Thermal Insulation Contract business for such period of time.

This Bill of Sale, conveyance and Assignment and the covenants herein contained shall inure to the benefit of, and shall bind, the respective parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorized executive officers and its corporate seal affixed by its Assistant Secretary as of the 8th day of February, 1964.

MUNDET CORK CORPORATION, a Division
of Crown Cork & Seal Company, Inc.

By John J. Connelly
President
Ch. of Bd.

Attest:

Harry R. Warren
Harry R. Warren - Asst. Secretary

STATE OF PENNSYLVANIA :
SS.
COUNTY OF PHILADELPHIA :

On this, the 2nd day of February, 1964, before me the undersigned, a Notary Public, personally appeared John J. Connelly who acknowledged himself to be Ch. of Bd. of Mundet Cork Corporation, a New York corporation; and that he as such Ch. of Bd., being authorized to do so, executed the foregoing BILL OF SALE AND ASSIGNMENT for the purposes therein contained by signing the name of the corporation by himself as

Witness my hand and notarial seal.

Shirley Fox
Notary Public
SHIRLEY FOX, [illegible]
[illegible]
My Commission Expires February 12, [illegible]

ASSUMPTION

For value received and intending to be legally bound, Buyer for itself, its successors and assigns, hereby assumes all liabilities and obligations of the Seller arising from and after February 8, 1964, under the Leases, Contracts and Performance Bonds, identified and Specified on Schedules 9, 10, 11 and 12, attached to the foregoing Bill of Sale and Assignment.

BALDWIN-EHRET-HILL, INC.

By [illegible]
President

Attest: [illegible]
Secretary

STATE OF Pa.

COUNTY OF Phila.

On this, the 28th day of February, 1964, before me, the undersigned, a Notary Public, personally appeared E. R. [illegible] who acknowledged himself to be President of Baldwin-Ehret-Hill, Inc., a Pennsylvania corporation; and that he as such President, being authorized to do so, executed the foregoing Assumption for the purposes therein contained by signing the name of the corporation by himself as

Witness my hand and notarial seal.

Shirley Fox
Notary Public

SHIRLEY FOX, Notary Public
Philadelphia, [illegible]
My Commission Expires February [illegible]