PLAINTIFF'S EXHIBIT

K-1193

AGREEMENT

This Agreement made this 15th day of April, 1970, by and between OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation ("Buyer"), and UNARCO INDUSTRIES, INC., an Illinois corporation ("Seller");

WITNESSETH:

Seller operates its Chembest Division in Bloomington, Illinois which Division manufactures and sells a variety of products including urethane foam, Unarcoboard, and asbestos products, and Buyer desires to purchase and Seller desires to sell all of the tangible and intangible properties and assets employed in Seller's Chembest Division except as herein expressly provided and except for those of such properties and assets employed solely in the manufacture and sale of asbestos products (the portion of the Chembest Division which manufactures and sells asbestos products is herein sometimes called the "Asbestos Department" and the remainder of the operations of the Chembest Division is herein sometimes called the "OCF-Chembest Division").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1. (a) The Schedules, numbered 1 through 8, hereinafter described have been signed for identification purposes by a duly authorized officer of each party and each of such Schedules is hereby included herein by reference and made a part hereof except for Schedules 4 and 5 which will be prepared after the date hereof and will be signed for identification purposes by a duly authorized officer of each party at the time they are prepared in definitive form.

EXHIBIT 3

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(b) On the terms and subject to the conditions herein expressed Seller hereby sells, conveys, transfers, assigns, sets over and delivers to Buyer and Buyer hereby purchases and accepts delivery of the following assets:

(i) All of the tangible assets and properties, including all operating equipment, fixtures, office equipment, and properties used in or relating to the operation of the OCF-Chembest Division ("Equipment") including all those described in Schedule 1 entitled "Equipment."

(ii) All of the intangible assets and properties, including, if any, all copyrights, trademarks (except the trademark "Unarcoboard"), trade names, licenses, contracts, patents, patent applications, inventions, discoveries and improvements, shop rights, processes and formulae, trade secrets, proprietary and technical information and know-how, used in or relating to the operation of the OCF-Chembest Division (including all those described in Schedule 2 entitled "Intangibles").

(iii) The leasehold estate created by the lease ("Lease") described in Schedule 3 entitled "Lease of plant site of Chembest Division in Bloomington, Illinois" and all buildings and other improvements located on the real estate ("Real Estate") which is subject to the Lease described in Schedule 1 or Schedule 3.

(iv) All business, manufacturing, sales and other records directly relating to the OCF-Chembest Division including all books and records listed in Schedule 2.

(v) All of the inventories of raw materials, work in process and finished goods of Seller as of the date hereof for use in or used in or produced in the operations of the OCF-Chembest Division ("Inventories").

(vi) Any and all other assets and business utilized in connection with the operation of the business of the OCF-Chembest Division.

(c) On the terms and subject to the conditions herein expressed Seller will, at the time of delivery of Schedule 4 entitled "Accounts and prepaid items of the OCF-Chembest Division" to Buyer as provided in paragraph 5(a) hereof, sell, convey, transfer, assign, set over and deliver to Buyer the accounts receivable of the OCF-Chembest Division as of the close of business on the date hereof (the "Accounts") and the prepaid items of the OCF-Chembest Division as of the close of business on the date hereof, which will be described in Schedule 4 and Seller will, at that time, execute and deliver to Buyer such instruments as may be required to effect such sale, conveyance, transfer, assignment and delivery to Buyer;

(d) All of the assets being and to be sold to Buyer pursuant to paragraphs 1(b) and 1(c) above are herein sometimes collectively called the "Acquired Assets."

(e) It is understood and agreed that the Acquired Assets shall not include cash on hand and in banks and any assets of Seller used exclusively in the operations of the Asbestos Department or the Federal Stainless Sink Division of UNARCO ("Sink Division").

2. Based upon the representations and warranties of the Seller contained herein and on the terms and subject to the conditions herein expressed and in full consideration for the sale, conveyance, transfer, assignment and delivery to Buyer of the Acquired Assets and of any other rights of Seller pursuant to the terms hereof:

(a) Buyer has delivered to Seller, and Seller acknowledges receipt of, a deposit to Seller's account of $938,000 in such Bank as Seller has designated.

(b) Buyer shall deposit to Seller's bank account, within 5 days after the date of the delivery of Schedule 4 and assignment of the Accounts to Buyer as provided in paragraph 5(a), an aggregate amount equal to the lesser of (i) $162,000 or (ii) the aggregate face amount of the Accounts plus the amount of the prepaid items as set forth on Schedule 4, said deposit to be made in such bank as has been designated by Seller.

(c) Buyer shall deliver to Seller, within 30 days after the Removal Date (as defined in paragraph 5(c) hereof), its certified or a cashier's check or checks in the aggregate amount of $250,000, which amount shall be adjusted, if necessary, as required by paragraph 4 hereof. If the reduction in the purchase price is in excess of $250,000 Seller shall, no later than May 31, 1970, deliver to Buyer its certified or cashier's check or checks in the amount of such excess.

3. (a) Seller hereby assigns to Buyer, and Buyer hereby assumes and agrees to perform all of the obligations arising after the date hereof under the presently outstanding leases, contracts and commitments of Seller relating to the operations of the OCF-Chembest Division described in Schedules 2 and 3 and in Schedule 6 entitled "Commitments of OCF-Chembest Division," and Buyer will indemnify and hold harmless Seller against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees) incurred or suffered by Seller resulting from Buyer's failure to perform any of such obligations in accordance with the terms of such leases, contracts and commitments. In each case where any of such contractual rights of Seller are not assignable by Seller to Buyer without the consent of the other contracting party Seller has obtained the written consent of such other contracting party to the assignment of such rights to Buyer and Seller has herewith delivered such consents to Buyer.

(b) Anything in the Agreement to the contrary notwithstanding, Buyer does not hereby and shall not assume any liability or

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obligation of any kind or nature of the Seller except as expressly provided in paragraph 3(a). All payments made either before or after the date hereof which relate to the operations of the OCF-Chembest Division by Seller up to the date hereof and by Buyer after the date hereof shall be prorated between Buyer and Seller as of the close of business on the date hereof.

4. The regular employees of the OCF-Chembest Division will take the inventory of the OCF-Chembest Division as of the close of business on the date hereof and they will prepare and deliver to Buyer and Seller as promptly as possible after the date hereof a schedule of the Inventory (Schedule 5 entitled "Inventory of the OCF-Chembest Division"). Schedule 5 shall set forth in reasonable detail the quantities of each class of Inventory and the values thereof at the lower of cost or market (including costs of labor actually expended and costs of overhead) determined in accordance with accounting principles applied on a basis consistent with those applied in the preparation of audited financial reports of Seller. Such accounting principles shall be applied only if they are generally accepted accounting principles. Both Buyer and Seller shall have the right to have representatives present at the taking of such inventory and Arthur Andersen & Co. shall be requested to be present at the taking of such inventory. Arthur Andersen & Co., together with such representatives of Buyer and Seller, shall have access to all requisite accounting and other records and physical facilities requested by them in connection with the taking of the inventory and review of Schedule 5. In the event Buyer and Seller shall disagree with respect to any matter set forth on Schedule 5 they shall within 30 days after the delivery of such Schedule 5 to them as hereinabove provided notify Arthur Andersen & Co. of the details of such disagreement, and the determination by Arthur Andersen & Co. of all such matters in dispute shall be final and binding on both Buyer and Seller and such changes as may be required because of such final determination shall be made to Schedule 5. Buyer and Seller shall each pay one-half the fees and expenses of Arthur Andersen & Co. incurred under this paragraph 4. In the event the aggregate value (as so determined) of the Inventory shall be less than $449,000, the payment to be made by Buyer to Seller pursuant to paragraph 2(b) hereof shall be reduced by an amount equal to the excess of $449,000 over such aggregate value of the Inventory.

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5. (a) Seller will deliver to Buyer within 5 days after the date hereof Schedule 4, together with the instruments of assignment referred to in paragraph 1(c) above, and Seller hereby warrants and represents to and covenants with Buyer, its successors and assigns, that all of the Accounts arose in the ordinary course of business of the OCF-Chembest Division and that Schedule 4 will correctly identify each Account by the name of the Account debtor, will set forth the date each Account arose, and will list accurately the amount due Seller as of the close of business on the date hereof on each such Account. Seller guarantees that the amount due on each of the Accounts as listed on Schedule 4 will be fully paid to Buyer on or before March 31, 1971. Buyer may, on April 1, 1971, or on such earlier date or dates as Seller may allow, reassign and deliver to Seller all or any portion of the Accounts then remaining unpaid and Seller shall on the date of such reassignment pay to Buyer by its certified or a cashier's check or checks the aggregate amount then remaining unpaid on the Accounts so reassigned to Seller.

In the event any amount is received by Seller after the date hereof from any of the debtors on any of the Accounts, Seller shall promptly pay over to Buyer such amount so received until the total amount due on such Account is fully paid.

(b) Seller warrants and represents to and covenants with Buyer that it has not produced since ~~March 31~~ April 15, 1970, and will not produce after the date hereof asbestos products on the Real Estate, that it has removed all asbestos, asbestos products and asbestos residue from the Real Estate and Seller has deactivated and prepared all of the tangible personal properties used in the operations of the Asbestos Department, and not included in the Acquired Assets, for removal from said Real Estate. Seller agrees to remove all of such tangible personal properties from the Real Estate as promptly as possible, but in no event later than May 31, 1970.

(c) Seller agrees that the operations of the Sink Division on the Real Estate will be confined to the area of such Real Estate now occupied by the Sink Division as shown on Schedule 8 entitled "Plant Diagram", that the operations of the Sink Division on the Real Estate will be stopped as soon as practical after the date hereof and that all of the properties and assets used in such operations, and not included in the Acquired Assets, will be removed from the Real Estate as promptly as possible thereafter, but not later than March 31, 1971. The date on which all of such properties and assets are so removed and the space now occupied by the operations of the Sink Division is available and in condition for the exclusive occupancy and use by Buyer is herein sometimes called the "Removal Date." Seller agrees that from and after the date hereof all inventories and other assets for use in or used in the operations of the Sink Division will be confined to the area now occupied by the Sink Division referred to above.

6. The Seller warrants and represents to and covenants with Buyer, its successors and assigns that:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the right, power and all required licenses to own and operate the properties used in and to carry on the business of the OCF-Chembest Division.

(b) Seller has good and marketable title to all of the Acquired Assets subject to no mortgages, pledges, liens, encumbrances or other charges of any kind and has the right and power to transfer such Acquired Assets to Buyer pursuant hereto subject to no mortgages, pledges, liens, encumbrances or other charges of any kind, except such as may have been created by Buyer.

(c) There is no litigation at law or in equity, and no proceedings before any commission or other administrative or regulatory authority,

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pending, or to the knowledge of Seller threatened, against or affecting the Acquired Assets or the business or property of the OCF-Chembest Division or its right to carry on the business of the OCF-Chembest Division as conducted on the date hereof or its right to consummate this Agreement.

(d) Since December 31, 1969 Seller has operated the OCF-Chembest Division in the ordinary and usual course, no material adverse change has occurred in the business of the OCF-Chembest Division and Seller has used its best efforts to preserve the good will and that of the suppliers and customers of the OCF-Chembest Division and others having business relationships with it. Seller will be responsible for the payment of all salaries and wages, providing all employee benefits, making appropriate deductions and payments with regard to all Federal and State income tax withholding requirements and other similar items with respect to all employees of the Chembest Division and the Sink Division up to the close of business on the date hereof and with respect to all employees of the Sink Division and of the Chembest Division employed in the Asbestos Department after the close of business on the date hereof, it being agreed by Buyer and Seller that Seller's responsibility shall cease as of the close of business on the date hereof only for those employees listed on Schedule 7 entitled "Employees of the OCF-Chembest Division."

(e) Seller has used its best efforts to keep available to Buyer, and Seller will cooperate with Buyer after the date hereof to retain for Buyer the services of the present employees of Seller employed in the OCF-Chembest Division and listed on Schedule 7.

(f) Seller is not in any default under or in any breach of the terms or conditions of any contract, agreement, commitment or arrangement to which it is a party which is disclosed on Schedules 2, 3 or 6 or which affects the Acquired Assets whether or not disclosed on said Schedules.

(g) The Equipment listed on Schedule 1 is a true and accurate description of all the physical personal properties and assets used in the operations of the OCF-Chembest Division, except for the Inventories, and there is no material asset or property used or required by Seller in the conduct of the business of the OCF-Chembest Division which is not either owned by it and listed on one of the Schedules or leased to it under one of the leases listed on one of the Schedules, and all of such assets and properties are in good and normal operating condition and repair, normal wear and tear excepted and except for the high pressure boiler in the heating system listed under item 26 on the list of Leasehold Improvements on Schedule 1.

(h) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of any of the terms, provisions or conditions of the Articles of Incorporation or By-laws of Seller or any statute, regulation or court or administrative order or process, or any agreement or instrument to which Seller is a party or by which it is bound or constitute a default thereunder. The business of the OCF-Chembest Division is not conducted in any material violation of any law, ordinance or regulation of any governmental entity.

(i) Seller will pay all costs and expenses (including, without limitation, its attorneys' and accounting fees, Federal documentary stamps, and transfer, use and sales taxes) incurred in connection with this Agreement and the transactions contemplated herein including, without limitation, the transfer of the Acquired Assets to Buyer.

(j) To the knowledge of Seller none of the buildings, structures and improvements located on the Real Estate encroach on adjoining real estate, and all such buildings, structures and improvements are located and constructed in conformity with all "setback" lines, easements or other restrictions or rights of record or that have been established by an applicable zoning or building ordinance, and there are no encroachments upon the Real Estate by buildings, structures or improvements located upon adjoining real estate or any easements, restrictions or rights of record which interfere with the use of the Real Estate.

(k) The improvements located on the Real Estate are not the subject of any official complaint or notice of violation of any applicable zoning ordinance or building code and no such violation is known to exist and there is no zoning ordinance or building code or use or occupancy restriction or condemnation proceedings pending or to the knowledge of Seller threatened, which would preclude or impair the use of such Real Estate or the improvements thereon by Seller or Buyer, as the case may be, for the purpose for which they are presently used.

(l) Seller has taken all requisite corporate action to authorize and approve this Agreement and the transfer of the Acquired Assets to Buyer as contemplated in this Agreement, and Seller has full power, right and authority to make this Agreement and to transfer the Acquired Assets as provided herein.

(m) Seller is the only party in possession, or with a right to possession, of the Real Estate and Equipment, and the contracts and agreements being assigned to Buyer pursuant hereto are in full force and effect and binding on the parties thereto and Seller has complied with all obligations imposed upon it thereunder. The Lease is in full force and effect and Seller has obtained a decree of the Court of McClean County, Illinois permitting transfer of the Lease and all the rights thereunder to Buyer.

(n) A true and complete schedule setting forth all copyrights, trademarks, trade names, licenses, contracts, patents, and patent applications, and setting forth the identification and location of all books and records containing all inventions, discoveries and improvements, shop rights, processes and formulae, trade secrets, proprietary and technical information and know-how used in or relating to the operation of the OCF-Chembest Division is contained in Schedule 2. No licenses, sublicenses, covenants or agreements have been granted or entered into by Seller in respect of any copyrights, trademarks, trade names, licenses, contracts, patents, patent applications, inventions, discoveries or improvements, shop rights, processes or formulae, trade secrets, proprietary or technical information or know-how used in or relating to the operation of the OCF-Chembest Division; Seller has the right to use without payment of any separate royalty, fee or charge therefor all thereof; and they are all free and clear of all liens and encumbrances of every nature and are not currently being challenged in any way and are not involved in any pending or threatened or interference proceedings. The operations of the OCF-Chembest Division, the manufacture, use and sale by it of its products, the use by it of its machinery, equipment and processes, the use of its products by its customers for the purpose for which sold, and the use of the patents, trademarks, trade names, brand names, inventions, applications, licenses and advertising, technical or other literature of the OCF-Chembest Division do not involve infringement or claimed infringement of any proprietary right, patent, trademark, trade name or copyright of others.

(o) Upon request of Buyer at any time or times following the date hereof Seller will forthwith execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization as Buyer or its counsel may reasonably request in order to perfect the title of Buyer, its successors and assigns, in and to the Acquired Assets provided to be transferred by Seller to Buyer hereunder.

7. Buyer has been furnished with an opinion satisfactory to it and its counsel of Sonnenschein, Levinson, Carlin, Nath & Rosenthal, dated the date of this Agreement, and addressed to the Buyer, to the effect that:

(a) Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of Illinois;

(b) the execution and delivery of this Agreement has been duly authorized and this Agreement has been duly executed and delivered by Seller and is binding upon Seller in accordance with its terms.

(c) the Seller has power to sell, convey, transfer and deliver the Acquired Assets and to do so does not require any action by the Seller's stockholders and does not violate the provisions of the Seller's Certificate of Incorporation or By-Laws, or the provisions of any note of which the Seller is the maker, or of any indenture, agreement or other instrument to which the Seller is a party;

(d) the Lease is in full force and effect and may be assigned to Buyer and when assigned to Buyer will vest in Buyer all rights vested in Seller prior to transfer to Buyer; and

(e) the instruments executed and delivered to transfer the assets and properties transferred pursuant to this Agreement are valid in accordance with their terms and effectively vest title to the Acquired Assets in Buyer free and clear of any liabilities, obligations, liens and encumbrances.

8. (a) Seller agrees to indemnify and hold harmless Buyer against any and all losses, liabilities, claims, damages and expenses (including reasonable atterneys fees) incurred or suffered by Buyer in respect of the liabilities and obligations of the Seller not assumed by Buyer pursuant to this Agreement, and in respect of the failure of the Seller to perform the obligations undertaken by it pursuant to this Agreement.

(b) Without limiting the generality of the foregoing, Seller agrees to indemnify and hold harmless the Buyer from and against any and all

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losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees) incurred or suffered by Buyer resulting from (i) any inaccuracy in or breach of any of the representations, warranties or covenants made by Seller herein, (ii) any operations of the Chembest Division on or prior to the date hereof and any operations of the Sink Division prior to or on or after the date hereof, (iii) any activities of Seller in connection with the removal of the properties and assets of the Asbestos Department and the Sink Division from the Real Estate contemplated by the terms hereof and (iv) any action brought against the Buyer to the extent that it is based on a claim that any of the Acquired Assets infringes a United States Copyright, patent or trademark.

(c) Upon obtaining knowledge thereof, Buyer shall promptly notify Seller, in writing, of any claim or demand which Buyer has determined could give rise to a right of indemnification in Buyer under this Agreement. If such a claim or demand relates to a claim or demand asserted by a third party against Buyer then Seller shall have the right to employ counsel to defend any such claim or demand asserted against Buyer and Buyer shall have the right to cooperate and participate in the defense of any said claim and shall make available to Seller or its representatives all records and other materials required by it for its use in contesting any such liability.

9. Without limiting any other provision hereof, Seller shall be responsible for:

(a) The return or replacement, for any reason, of products sold by the Chembest Division prior to the date hereof;

(b) Any liability to third persons, firms or corporations arising out of the sale of any products manufactured by the Chembest Division prior to the date hereof; and

(c) Seller agrees to indemnify, save and hold Buyer harmless against any and all Workmen's Compensation claims arising out of injury occurring prior to April 15, 1970, even though such claims may be asserted on or after April 15, 1970, and Seller agrees to indemnify, save and hold Buyer harmless against all claims arising out of the contracting of asbestosis, emphysema or other respiratory ailments prior to April 15, 1970 where the contracting of such asbestosis, emphysema or other respiratory ailments resulted from exposure to Seller's materials or products prior to April 15, 1970, even though such claims may be asserted on or after April 15, 1970, provided, however, that this indemnity shall not apply to claims based upon the contracting of asbestosis, emphysema or other respiratory ailments in those cases where the claimant was also exposed, prior to April 15, 1970, to products and materials of the Buyer, and this indemnity shall not apply to any claims which are the subject of litigation pending or threatened against both Buyer and Seller on April 15, 1970. With respect to all litigation based upon the claimed contracting of asbestosis, emphysema or other respiratory ailments in which the Seller alone or both the Buyer and Seller are parties, Buyer agrees to make available to Seller all files, documents, and other materials which Buyer acquired from Seller which Seller requests for use in preparation for the defense of such litigation, and Buyer agrees to make reasonably available to Seller all employees who were formerly Seller's employees for consultation and the giving of evidence in such litigation. In the event that Buyer and Seller should elect to prosecute or defend crossclaims against each other in such litigation, the cooperation with Seller of Buyer's aforementioned employees (who had previously been Seller's employees) shall not be deemed disloyalty to Buyer nor work to the prejudice of such employees in their employment with Buyer.

10. Buyer warrants and represents to and covenants with Seller, its successors and assigns that:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and duly qualified to do business and in good standing as a foreign corporation under the laws of the State of Illinois.

(b) Buyer has taken all requisite corporate action to authorize and approve this Agreement.

(c) Buyer will pay all costs and expenses (including, without limitation, its attorneys' and accounting fees) incurred by it in connection with this Agreement and the transactions contemplated herein, except for those expenses payable by Seller as provided in paragraph 6(i).

11. Seller has been furnished with an opinion satisfactory to it and its counsel of Allen S. Person, Special Counsel for Buyer, dated the date of this Agreement, and addressed to the Seller, to the effect that:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and duly qualified to do business and in good standing as a foreign corporation under the laws of the State of Illinois;

(b) Buyer has taken all requisite corporate action to authorize and approve this Agreement.

12. The representations and warranties of the Seller and the Buyer shall survive the closing of this transaction and shall survive the sale, conveyance, transfer and delivery of the assets and properties hereunder.

13. Within a period of five years from the date hereof, Buyer will not destroy or otherwise dispose of any of the books and records of Seller acquired by Buyer hereunder unless otherwise consented to in writing by Seller without

first offering to surrender such books and records or any portion thereof which Buyer may intend to destroy or dispose of to Seller and Buyer shall allow Seller and its representatives, attorneys and accountants access to such books and records upon reasonable notice and during Buyer's normal business hours for examination and/or copying.

14. Seller agrees with Buyer that it will not participate directly or indirectly in any business (either financially or as an employee, officer, partner, independent contractor or owner, or in any other capacity calling for the rendition of personal services or acts of management, operation or control) which is in any respect competitive with the business conducted by the OCF-Chembest Division at the date hereof, within the geographical area in which such business is now conducted, (excluding Johnson County, Illinois) for a period of three years after the date hereof.

A breach of the covenant and agreement set forth in this paragraph will result in irreparable and continuing damage to Buyer for which Buyer will have no adequate remedy at law, and in the event of any breach of such covenant and agreement, Buyer and its successors and assigns will be entitled to injunctive relief and such other and further relief as may be proper in the premises.

15. Each party hereto represents and warrants to the other party hereto that this Agreement was not induced or procured through any person, firm or corporation acting as broker or finder for such party.

16. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

17. This Agreement contains the entire agreement between the parties.

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18. All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors of the parties hereto.

19. Unless otherwise notified in writing to the contrary, any notice required or permitted by the terms hereof shall be effectively delivered for all purposes upon deposit in the United States mail, postage prepaid, if directed to Seller, properly addressed to it at 332 S. Michigan Avenue, Chicago, Illinois, Attention: ~~Edward~~ Edwin E. Hokin, with copies thereof addressed and mailed to Sonnenschein, Levinson, Carlin, Nath & Rosenthal, 69 West Washington Blvd., Chicago, Illinois, Attention: Robert Grant; and if directed to Buyer properly addressed to it at Fiberglas Tower, P. O. Box 901, Toledo, Ohio 43601, Attention: James J. Young, or to such other address or addresses as the parties hereto may from time to time designate in writing.

20. This Agreement is being delivered in Chicago, Illinois, and shall be construed according to the laws of that state.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

OWENS-CORNING FIBERGLAS CORPORATION

By Benjamin D. Boyd
Vice President

(SEAL)

ATTEST:

Assistant Secretary

UNARCO INDUSTRIES, INC.

By Edwin E. Hokin
President

(SEAL)

ATTEST:

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