

AGREEMENT made this 7th day of November, 1963, by and between PAULA MUNDET and THOMAS F. BOYLE, co-executors of the Estate of Joseph J. Mundet, Deceased ("Executors"), parties of the first part, and CROWN CORK & SEAL COMPANY, Inc. ("Crown"), party of the second part;

WITNESSETH:

A. WHEREAS, the Executors, the owners of 16,689 shares of the capital stock of Mundet Cork Corporation, desire to sell the said shares;

B. WHEREAS, Executors through their duly authorized agent Reynolds & Co. of 120 Broadway, New York, has granted to Crown an option to purchase said 16,689 shares of capital stock of Mundet Cork Corporation, a New York corporation, subject to the terms set forth in the option; and

C. WHEREAS, Crown desires to exercise the option upon the terms and conditions therein stated, as well as the terms and conditions stated hereinbelow:

NOW, THEREFORE, the parties agreeing to be mutually bound hereby, for good and adequate consideration now agree as follows:

1. The Executors agree to sell and Crown agrees to buy 16,689 shares of the capital stock of Mundet Cork Corporation for the price of \$4,631,931.82 (i.e. at the price of \$277.544 per share).

2. Crown further agrees that it will offer to purchase the remaining 7,091 shares of capital stock of Mundet Cork Corporation from the other stockholders at the price of \$277.544 per share, the said offer to remain open for a period of thirty (30) days after closing.

3. The Executors jointly and severally warrant, represent, covenant and agree:

(a) Mundet Cork Corporation (hereinafter called "Mundet") is a New York corporation with an authorized capital stock of 25,000 shares of the par value of \$100.00 per share, of which only 23,780 are issued and outstanding, and that the co-executors have good, valid title to 16,689 shares of Mundet.

(b) At closing, Executors will deliver 16,689 shares of the capital stock of Mundet to Crown, free and clear of any liens, encumbrances, taxes, claims, options of purchase or agreements of any nature restricting the transfer thereof, except Federal and New York Estate Tax liens.

(c) The Executors warrant and represent that immediately following the closing of the sale herein they will deposit with the District Director of Internal Revenue the sum of \$1,200,000 as a deposit against the Federal Estate Taxes which are due on and payable by the Estate of Joseph J. Mundet. The Executors expressly state that such deposit is equal to or in excess of the tax liability which they believe will be due upon the said estate. In the event that such deposit is insufficient to satisfy

the Federal Estate Tax liability, the Executors warrant and represent that they shall pay such excess amounts from either other assets of the Estate or from the proceeds of this sale.

(d) There are no contracts or options outstanding for the purchase of other securities convertible into any stock of Mundet.

(e) Between the date of this agreement and the date of closing hereunder:

(i) The business of the Company shall be conducted only in the ordinary course and there will be no declaration, setting aside or payment of any dividend or other distribution in respect to any of the Company's capital stock; and there will be no increases in the compensation payable or to become payable by the Company to any of its officers, employees or agents.

(ii) No contract or commitments shall be entered into by or on behalf of the Company except normal commitments for the purchase of raw materials and supplies.

(iii) Other than changes in the ordinary course of business, there will be no changes in the condition, financial or otherwise of Mundet, which will be materially adverse.

(iv) There will be no damage, destruction or loss, materially adversely affecting the business or prospects or any of the properties of Mundet.

4. The closing shall be held at the offices of Reynolds & Co., 120 Broadway, New York, New York at 11:00 A.M., November 14, 1963. At such closing the Executors will deliver to Crown 16,689 shares of the capital stock of Mundet Cork Corporation, duly endorsed for transfer in such form as to permit a valid transfer to Crown, and with all necessary tax stamps affixed. At the closing, and upon delivery of the stock certificates as aforesaid, Crown will deliver to the Executors, or the persons named below, as the case may be, certified or bank checks drawn on New York funds, as follows:

(a) To Reynolds & Co. or order for their commissions in this transaction,

(b) To Chase Manhattan Bank or order an amount which will pay the principal and interest of the Estate's indebtedness to such bank,

(c) To Hudson Trust Company or order an amount which will pay the principal and interest of the Estate's indebtedness to such bank,

(d) To Paula Mundet and Thomas F. Boyle, co-executors of the Estate of Joseph J. Mundet, or order, for the balance of the purchase price.

5. Crown will make offers to the holders of the remaining 7,091 outstanding shares of Mundet Cork Corporation to purchase such shares and pay the sum of \$277.544 for each such share of Mundet stock as may be delivered by such other stockholders with duly endorsed stock

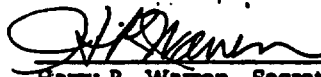
certificates and with all necessary tax stamps affixed to Reynolds & Co. at its offices at 120 Broadway, New York, New York within thirty (30) days after closing hereunder; and shall thereafter distribute such purchase money to such other stockholders upon their delivering their certificates as above described to Reynolds & Co.

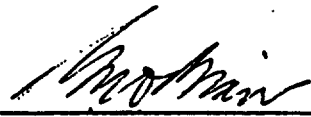
6. This agreement constitutes the entire agreement between the parties. No party hereto has made any representation to any other party hereto which is not contained herein.

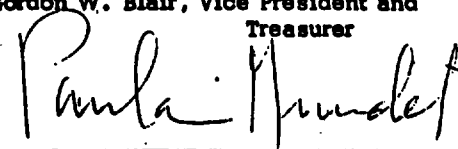
IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals, the day and year first above written.

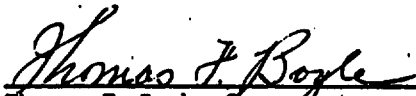
Attest:

GROWN CORK & SEAL COMPANY, INC.


Harry R. Warren, Secretary


Gordon W. Blair, Vice President and
Treasurer


Paula Mundet, Co-executor


Thomas F. Boyle, Co-executor