PLAINTIFF'S EXHIBIT

ASI-187

AGREEMENT

THIS AGREEMENT made this 29th day of January, 1970, between AMERICAN STANDARD INC., a Delaware corporation, ("Seller") with offices at 40 West 40th Street, New York, New York, and KEWANEE BOILER CORPORATION, an Illinois corporation ("Buyer") with offices at 101 Franklin Street, Kewanee, Illinois.

WITNESSETH THAT:

WHEREAS, Seller desires to sell, and Buyer desires to purchase, substantially all the assets of Seller, real and personal, tangible and intangible belonging to it, which are used in connection with Seller's business and operations carried on at 101 Franklin Street, Kewanee, Illinois, and which are principally located at that address, subject to all debts, liabilities, and obligations connected with or attributable to such business and operations; and

WHEREAS, Buyer is willing to purchase such assets and assume such liabilities, all as hereinafter provided.

NOW, THEREFORE, in consideration of their respective undertakings, and covenants set forth herein, the parties agree as follows:

1. GENERAL UNDERSTANDING.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, on the Closing Date (as hereinafter defined), subject to "Kewanee Liabilities", "Kewanee Assets". "Kewanee Assets" as used in this Agreement shall mean substantially all the real and personal, tangible and intangible, assets (including the good will, accounts

EXHIBIT A

BUYER'S UNDERTAKING DELIVERED PURSUANT TO PARAGRAPH 6a.

The sale, conveyance, transfer and delivery of substantially all the assets of the commercial boiler business operations conducted by American Standard Inc., a Delaware corporation ("Seller"), at 101 Franklin Street, Kewanee, Illinois (such business and operations hereinafter referred to as "Kewanee"), to Kewanee Boiler Corporation, an Illinois corporation ("Buyer"), with offices at 101 Franklin Street, Kewanee, Illinois, having this day been consummated, pursuant to an Agreement made January 29, 1970 by and between the Seller and the Buyer, as amended by Agreement of Modification dated March 2, 1970 (such agreement as so modified hereinafter referred to as the "Agreement"), Buyer does hereby assume and agree to pay, perform and discharge, and to indemnify Seller with respect to, all obligations, liabilities, debts and commitments (fixed or contingent) connected with or attributable to Kewanee, existing and outstanding at the date hereof, including by way of specification, but not limitation, the following:

(i) all liabilities and obligations of Kewanee shown on the Balance Sheet of Kewanee dated as of December 31, 1969, a copy of which is annexed hereto;

(ii) all liabilities and obligations of Kewanee arising since December 31, 1969 to the date hereof inclusive of advances made by Seller;

(iii) warranty, service, repair and return obligations of Kewanee and other claims and complaints arising out of, or