



BUYER'S UNDERTAKING DELIVERED PURSUANT
TO PARAGRAPH 6Ba.

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 in connection with any products manufactured, sold, leased or installed by Kewanee on or prior to the date hereof;

- (iv) trade accounts payable by Kewanee to Seller arising out of the normal course of business;
- (v) all contracts, leases, sales and purchase orders, commitments or other undertakings entered into by Kewanee on or prior to the date hereof;
- (vi) all taxes (other than Federal or state income taxes, if any, arising from the sale of Kewanee's assets) or mutually agreed upon fees (other than Seller's legal or accounting fees) incurred or due in connection with the making or consummation of the transactions contemplated by the Agreement or the transfer of assets made pursuant to the Agreement; and
- (vii) subject to the provisions of paragraph 13 of the Agreement, all obligations and contracts with respect to employees employed by Kewanee, including the collective bargaining agreements now existing or which are hereafter entered into, pension and retirement benefits and insurance, severance, holiday, vacation and leave of absence rights (without, however, obligating the Buyer to continue Seller's practices of these items).

In addition, Buyer hereby assumes and agrees to perform and to indemnify Seller with respect to all of the obligations of Seller under the contracts, agreements, leases and licenses assigned to Buyer pursuant to the Agreement.

Upon Seller giving Buyer written notice of any claim in respect of which indemnity may be sought Buyer shall be

responsible to assume the defense thereof, including the employment of counsel and the payment of all expenses.

The provisions contained herein is intended to represent the undertakings of, and assumption of liability by, Buyer as provided by the Agreement and more specifically by Paragraph 6Ba thereof and shall not be deemed as limiting or modifying such obligations of Buyer as provided in said Agreement.

IN WITNESS WHEREOF, this instrument has been executed on this 2nd day of March, 1970 by a duly authorized officer of Kewanee Boiler Corporation and the corporate seal hereunto affixed pursuant to the order and authority of the Board of Directors.

KEWANEE BOILER CORPORATION

By Edward J. Feltner
V. Pres.

ATTEST:

L. H. Pachling
Asst. Secy.