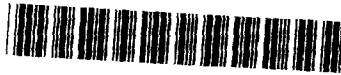


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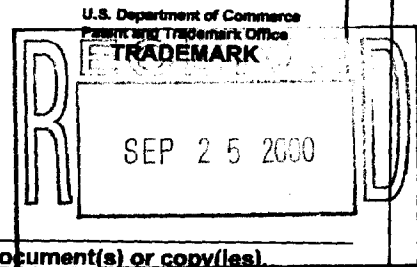
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OMB 0651-0027

10-13-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/12/2000 DBYRNE 00000080 0260087

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 2154 FRAME: 0701

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

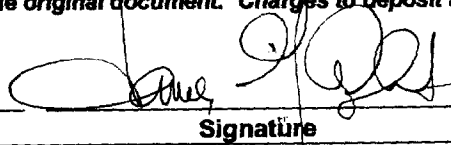
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James G. Coplit
Name of Person Signing


Signature

9/20/00
Date Signed

AMENDMENT AGREEMENT TO CONTRIBUTION AGREEMENT

This amendment agreement ("AMENDMENT") having an Effective Date of January 1, 1999 is by and among Crosby Valve Inc., a Massachusetts Corporation ("Crosby GP"), Crosby Holding, Inc. I, a Delaware Corporation ("CHI"), and Anderson, Greenwood LP, a Delaware Limited Partnership (the "Partnership"). Crosby GP, Crosby Holding, Inc. I, and the Partnership may at times be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into a Contribution Agreement effective the 1st day of January, 1999 (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit A. The Parties have since ascertained that the exclusion of the "Crosby" name and any derivative thereof under Provision 1.1 (iv) of the Agreement was an unintentional exclusion. The Parties intended to include the "Crosby" name and any derivative thereof in the contribution of assets to the Partnership. Accordingly, the Parties now desire to amend the Agreement in accordance with the terms provided below.

NOW THEREFORE, the Parties agree to amend the agreement as follows:

Provision 1.1 (iv) under the Contribution of Assets Section of the Agreement shall be deleted and replaced with the following:

iv) Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other tangible property, and any applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (collectively, the "Intangible Property");

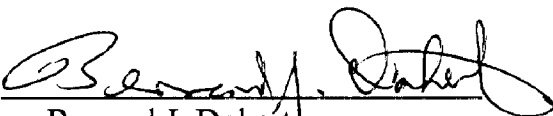
Except as expressly amended hereby, the Agreement shall continue in full force and effect as heretofore.

This AMENDMENT shall be interpreted and construed according to the laws of the State of Delaware without regard to the choice of laws provisions thereof.

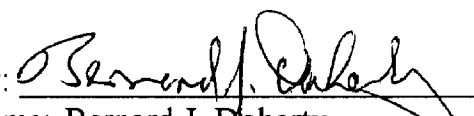
If the terms of this AMENDMENT are acceptable, please execute both copies of the document in the space provided below.

Accepted and Agreed to:


CROSBY VALVE INC.

By: 
Name: Bernard J. Doherty
Title: Vice President and Secretary
Date: March 7, 2000

CROSBY HOLDING, INC. I

By: 
Name: Bernard J. Doherty
Title: Vice President
Date: March 7, 2000

ANDERSON, GREENWOOD LP
by its General Partner Crosby Valve Inc.

By: 
Name: Bernard J. Doherty
Title: Vice President
Date: March 7, 2000

FILE COPY

CROSBY VALVE, INC. CONTRIBUTION AGREEMENT

by and among

CROSBY VALVE, INC.

and

CROSBY HOLDING, INC. I

and

ANDERSON, GREENWOOD LP

Dated as of January 1, 1999

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CROSBY VALVE, INC. CONTRIBUTION AGREEMENT

THIS CROSBY VALVE, INC. CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between Crosby Valve, Inc., a Massachusetts Corporation ("Crosby GP"), Crosby Holding, Inc. I, a Delaware Corporation ("CHI"), and Anderson, Greenwood Limited Partnership, a Delaware Limited Partnership (the "Partnership") as of this 1st day of January, 1999 (the "Contribution Date").

RECITALS

1. Crosby GP conducts a business involving the manufacture and supply of overpressure protection products, as well as maintains high-flow facilities for valve testing on air, steam and water (the "Business").
2. Crosby GP wishes to contribute cash in the amount of Ten Thousand Dollars (\$10,000) as a capital contribution to the Partnership in exchange for a one percent general partnership interest in the Partnership as described in the Partnership Agreement.
3. Crosby GP wishes to contribute the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to CHI.
4. Immediately upon the contribution of the Business to CHI, CHI desires to contribute the Business to the Partnership in exchange for a ninety-four percent (94%) limited partnership interest in the Partnership as described in the Agreement of Limited Partnership of the Partnership (the "Partnership Agreement").
5. In order to minimize any transfer taxes and the administrative burden of preparing two sets of conveyancing documents, CHI has directed Crosby GP to transfer the Assets of the Business directly to the Partnership.

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

ARTICLE 1

CONTRIBUTION OF THE ASSETS BY CROSBY GP TO CHI

1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, Crosby GP hereby assigns, transfers, and delivers to CHI, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 1.1(b) of this Agreement), all of the assets, properties, and business (excepting only the "Excluded Assets," as defined in Section 1.2 of this Agreement) of every kind and description; wherever located; real, personal, or mixed; tangible or intangible; owned or held; or used primarily in the conduct of the Business as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of Crosby GP in, to, and under:

(i) All parcels of land owned by Crosby GP (collectively, the "Fee Property") and all buildings, fixtures and improvements erected on the Fee Property (collectively, "Improvements") (the Fee Property and Improvements hereinafter collectively referred to as the "Subject Property");

(ii) All machinery, equipment, furniture, vehicles and other tangible property (including, without limitation, maintenance and operating supplies, fuel, and spare parts for such machinery and equipment) of Crosby GP (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of Crosby GP (collectively, the "Inventory");

(iv) Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property (excluding the "Crosby" name and any derivative thereof), and any applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (collectively, the "Intangible Property");

(v) All the leases of certain property of Crosby GP, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon, subject to the consent of any party on which the transfer of such leases or other property is conditioned (collectively, the "Leased Property");

(vi) All of Crosby GP's rights, claims, credits, causes of action or right of setoff against third parties relating to the Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties but excluding all amounts representing reimbursements for items paid by Crosby GP (collectively, "Claims");

(vii) Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Corporation with respect to the Assets pursuant to Section 1.4 of this Agreement, subject to the consent of any party on which the assumption is conditioned (collectively, "Rights");

(viii) All certificates of occupancy and other transferable licenses, permits, registrations, authorizations, use agreements, orders or approvals of governmental or quasi-governmental agencies and authorities (whether federal, state, local, municipal or foreign) or private parties relating to the construction, use, operation or enjoyment of the Assets (collectively, "Permits");

(ix) All accounts receivables arising out of sales of inventory or otherwise in the ordinary and usual course of the operation of the Business prior to the close of the Business on the Contribution Date (collectively, "Receivables");

(x) All transferable bonds or deposits made by Crosby GP or its predecessors in title (or its agents) with any governmental agency or authority or with any

utility company or third party relating to the construction, use, operation or enjoyment of the Assets;

(xi) All prepaid rentals and other prepaid expenses arising from payments made by Crosby GP in the ordinary and usual course of the operation of the Business related to the Assets prior to the close of the Business on the Contribution Date for goods or services;

(xii) Originals or copies of all books, records, files and papers, whether in hard copy or computer format, used in the Business, including without limitation, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, lists of present and former suppliers and personnel and employment records and, with respect to information relating to "Tax" (as defined in Section 7.4(e) of this Agreement), any information that is necessary for the preparation of any Tax returns to be filed after the Contribution Date or the determination of the Tax basis of the Assets (collectively, "Files and Records"); and

(xiii) All lists of present, and, to the extent available, future customers and goodwill associated with the Assets.

(b) For purposes of this Agreement, "Permitted Encumbrances" shall mean (i) the "Assumed Liabilities," as defined in Section 1.4 of this Agreement; (ii) Encumbrances reflected on the Contribution Date Balance Sheet as defined in Section 4.5 of this Agreement; (iii) liens for current "Taxes" (as defined in Section 7.4 of this Agreement) not yet due or payable without penalty; (iv) Encumbrances which, individually or in the aggregate, do not or would not have a material adverse effect on the Business or financial condition of the Business taken as a whole or materially interfere with the present use of any Assets subject thereto; and (v) easements, rights-of-way, building or use restrictions, exceptions, variances, reservations, or similar Encumbrances of record affecting, but not materially interfering with the present use of, any Subject Property.

1.2 Excluded Assets.

(a) The Corporation expressly understands and agrees that there shall be excluded from the Assets any assets not used in connection with the Business and the following assets and properties of Crosby GP which is used in connection with the Business:

(i) Those certain parcels of land described in Schedule 1.2 hereto (the "Excluded Fee Property") and the buildings, fixtures, and improvements erected on the Excluded Fee Property (collectively, "Excluded Improvements") (the Excluded Fee Property and Excluded Improvements hereinafter sometimes collectively referred to as the "Excluded Facilities");

(ii) All of Crosby GP's claims against third parties relating to the "Excluded Assets," and the related unliquidated rights under manufacturers' and vendors' warranties, including all amounts representing reimbursements for items paid by it;

(iii) All of Crosby GP's right, title, and interest in and to all Permits relating to the construction, use, operation, or enjoyment of the Excluded Assets;

(iv) All of Crosby GP's right, title, and interest in and to all transferable bonds or deposits made by it or its predecessors in title (or its agents) with any governmental agency or authority or with any utility company or third party relating to the construction, use, operation, or enjoyment of the Excluded Assets;

(v) All of Crosby GP's right, title, and interest in and to all prepaid rentals and other prepaid expenses arising from payments made by Crosby GP in the ordinary and usual course of the operation of the Business in connection with the Excluded Assets;

(vi) Any Assets sold or otherwise disposed of in the ordinary course of the operation of the Business and not in violation of any provisions of this Agreement during the period from November 30, 1998 until the Contribution Date;

(vii) Stock in any Affiliate or the Crosby GP's interest in the Partnership.

(b) The Excluded Facilities, Excluded Equipment, Excluded Intangible Property, and all of the rights, properties, and other assets with respect to the Business not being contributed to the Corporation by Crosby GP pursuant to this Agreement are herein collectively referred to as the "Excluded Assets."

1.3 Acceptance of Assets; Conveyance Instruments. CHI hereby accepts the contribution of Assets from Crosby GP, and hereby instructs Crosby GP to deliver such Assets and all right, title and interest therein to the Partnership. In order to effectuate the contribution of the Assets as contemplated by this Article, Crosby GP has, or will hereafter, execute and deliver, or cause to be executed and delivered, all such additional documents or instruments of assignment, transfer or conveyance in addition to this Agreement, in each case dated as of the Contribution Date (collectively, the "Conveyance Instruments"), as the parties and their respective counsel shall reasonably deem necessary or appropriate to vest in or confirm title to the Assets to the Partnership.

1.4 Assumed Liabilities. Subject to the terms and conditions of this Agreement, in reliance on the representations, warranties, covenants, and agreements of the parties contained herein, CHI hereby assumes and agrees to pay, discharge, or fulfill all liabilities and obligations relating to the Business, including all of the liabilities and obligations in respect of the contracts, agreements, licenses, and other instruments, arrangements, and commitments of Crosby GP and the leasehold obligations, including by assignment or sublease, in respect of the Leased Office Property of Crosby GP, to the extent that the Corporation may assume such liabilities and obligations without causing any recognition of gain to any person under the principles of Code Sections 357, 707, 731 or 752 (collectively, the "Assumed Liabilities").

1.5 Excluded Liabilities. Notwithstanding any provision of this Agreement or any Conveyance Instrument to the contrary, CHI does not agree to assume any liability or obligations of Crosby GP set forth below and such liabilities and obligations shall be retained by and remain liabilities of Crosby GP and shall not be Assumed Liabilities (all of such liabilities and obligations not being assumed hereinafter referred to as the "Excluded Liabilities"):

(a) Any liability for "Tax" (as defined in Section 7.4 of this Agreement) arising from or with respect to the Assets or the operations of the Business, other than described in Section 1.5(b) hereof, which is incurred in or attributable to the "Tax Indemnification Period" (as defined in Section 7.5 of this Agreement) (the "Excluded Tax Liabilities");

(b) Any liability for Tax imposed on or payable by Crosby GP which is incurred in or attributable to the Tax Indemnification Period except to the extent reflected in the "Contribution Date Balance Sheet" of Crosby GP dated as of November 30, 1998 (as defined in Section 4.5 of this Agreement), provided that, in the event that any "Indemnitee" (as defined in Section 7.4 of this Agreement) incurs a "Tax Loss" (as defined in Section 7.3(a) of this Agreement) in respect of any item which gave rise to any amount included in the provision or reserve for deferred income taxes set forth on the Contribution Date Balance Sheet, such Indemnitee shall be entitled to an indemnification from Crosby GP as described in Section 7.3(a) of this Agreement; or

(c) Any liabilities relating to the Excluded Assets (it being understood that any Tax Liability relating to the Excluded Assets shall be an Excluded Tax Liability for purposes of this Agreement).

ARTICLE 2

CONTRIBUTION OF ASSETS TO THE PARTNERSHIP

2.1 Contribution of the Assets. Subject to the terms and conditions of this Agreement, CHI hereby assigns, transfers, and delivers to the Partnership the Assets free and clear of all Encumbrances other than Permitted Encumbrances.

2.2 Excluded Assets. The Partnership expressly understands and agrees that there shall be excluded from the Assets the Excluded Assets.

2.3 Acceptance of Assets; Partnership Conveyance Instruments. The Partnership hereby accepts the contribution of the Assets from CHI. In order to effectuate the contribution of the Assets contemplated by this Article 2, CHI has, or will hereafter, execute and deliver, or cause to be delivered, all such documents or instruments of assignment, transfer or conveyance, in each case dated as of the Contribution Date (collectively, the "Secondary Conveyance Instruments"), as CHI and the Partnership and their respective counsel shall reasonably deem necessary or appropriate, in addition to the Conveyance Instruments, to vest in or confirm title to the Assets to the Partnership.

2.4 Assumed Liabilities. Subject to the terms and conditions of this Agreement, in reliance on the representations, warranties, covenants and agreements of the parties contained herein, the Partnership hereby assumes and agrees to pay; discharge, or fulfill the Assumed Liabilities to the extent that the Partnership may assume the Assumed Liabilities without causing any recognition of gain to any person under the principles of Code Sections 357, 707, 731 or 752

2.5 Excluded Liabilities. Notwithstanding any provision of this Agreement or any Partnership Conveyance Instrument to the contrary, the Partnership will not assume any Excluded Liabilities.

ARTICLE 3

DELIVERIES

3.1 Deliveries by Crosby GP to CHI. Crosby GP will deliver to CHI with effect from the Contribution Date, the following:

(a) The Conveyance Instruments to effect the contribution of the Assets to, and the assumption of the Assumed Liabilities by, the Partnership, as the designee of CHI pursuant to Section 1.3 above;

(b) All other previously undelivered items required to be delivered by Crosby GP to CHI at or prior to the Contribution Date pursuant to the terms of this Agreement.

3.2 Governing Crosby GP Documents. Crosby GP will deliver, or make available for review by CHI, the Certificate of Incorporation and Bylaws of Crosby GP

3.3 Acceptance of Contribution to CHI. In exchange for its Contribution of the Assets as described in Section 1.1, CHI will accept the contribution to capital of CHI.

3.4 Deliveries by CHI to the Partnership. CHI will deliver, with effect from the Contribution Date, the following:

(a) Any Secondary Conveyance Instruments necessary, in addition to the Conveyance Instruments, to effect the contribution of the Assets to, and the assumption of the Assumed Liabilities by, the Partnership;

(b) All other previously undelivered items required to be delivered by CHI at or prior to the Contribution Date pursuant to the terms of this Agreement.

3.5 Governing Corporation Documents. CHI will deliver, or make available for review by the Partnership, the Certificates of Incorporation and Bylaws of CHI.

3.6 Effect of Contributions to the Partnership. In exchange for Contributions of the Assets as described in Section 2.1, the Partnership has issued CHI the Partnership Interest described in the Partnership Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF CROSBY GP TO CHI

Crosby GP hereby represents and warrants to CHI as follows:

4.1 Organization. Crosby GP is a corporation which is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts, with the corporate powers and authority to own, lease, and operate properties and to carry on its business as now being conducted.

4.2 Qualification. Crosby GP (with respect to the Business only) is licensed or qualified to do business as foreign corporations and are in good standing to the extent required by law in the jurisdictions in which it conducts its business (except where the failure to so qualify would not have a material adverse effect on the business or financial condition of the Business taken as a whole) (the "Material Jurisdictions").

4.3 Authority. Crosby GP has the corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Crosby GP of this Agreement and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by the Board of Directors and shareholders of Crosby GP; no other corporate proceedings on the part of Crosby GP, or any other person or entity, whether pursuant to the Certificates of Incorporation or Bylaws of Crosby GP or by law or otherwise, are necessary to authorize Crosby GP to enter into this Agreement or to consummate the transactions contemplated hereby and thereby; and this Agreement is the legal, valid, and binding obligation of Crosby GP.

4.4 No Violations. The execution or delivery of this Agreement, and the consummation of the transactions contemplated hereby or thereby will not:

(a) Require any material filing or registration with, or consent, authorization, approval, or Permit of, any governmental or regulatory authority on the part of Crosby GP;

(b) Violate (i) any material order, writ, injunction, judgment, decree, or award of any court or governmental or regulatory authority or (ii) to the knowledge of Crosby GP, violate or will violate any "Law," as defined in Section 4.22 of this Agreement, of any governmental or regulatory authority to which Crosby GP or any of their respective properties or assets are subject;

(c) Violate or conflict with any provision of, or constitute a default under, the Certificate of Incorporation or Bylaws of Crosby GP; or

(d) (i) violate or breach or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or give rise to a right to terminate, any material mortgage, contract, agreement, deed of trust, license, lease, or other instrument, arrangement, commitment, obligation, understanding, or restriction of any kind to which Crosby GP (with respect to the Business only) is a party or by which its properties may be bound, or (ii) will cause, or give any person grounds to cause, to be accelerated (with notice or lapse of time or both) the maturity of, or will increase, any liability or obligation of Crosby GP which violation, breach, default, liability, or obligation, individually or in the aggregate, is or would be material to the business or financial condition of Crosby GP or the Business taken as a whole.

4.5 Financial Statements. Crosby GP has heretofore delivered or will deliver to CHI, a pro forma balance sheet for the Business (excluding certain assets that are not included in the transactions contemplated by this Agreement) as of November 30, 1998 (the "Contribution Date Balance Sheet"), prepared in conformity with accounting principles consistently applied and fairly presenting the financial condition and results of operations of the Business for the periods and as of the dates stated therein.

4.6 Absence of Certain Changes or Events. Since November 30, 1998 (the "Balance Sheet Date"), Crosby GP has operated the Business in the ordinary course consistent with past practice, and neither Crosby GP nor the Business taken as a whole have:

(a) Suffered any material adverse change in its business or any event or condition of any character, which, individually or in the aggregate, has had or might reasonably be expected to have a material adverse effect on the business or financial condition of the Business taken as a whole;

(b) Incurred any obligations or liabilities (absolute, accrued, contingent, or otherwise) or entered into any transactions, other than in the ordinary course of business;

(c) Paid, discharged, or satisfied any claims, obligations, or liabilities (absolute, accrued, contingent, or otherwise), except the payment, discharge, or satisfaction in the ordinary course of business and consistent with past practice of any claims, obligations, and liabilities (i) which are reflected or reserved against in the Contribution Date Balance Sheet or (ii) which were incurred in the ordinary course of business and consistent with past practice since the Balance Sheet Date;

(d) Permitted or allowed any of its properties or assets to be subjected to any Encumbrances or other liabilities and obligations, except (i) in the ordinary course of business and (ii) Permitted Encumbrances;

(e) Sold, conveyed, or otherwise disposed of any properties or assets, except for fair consideration in the ordinary course of business and consistent with past practice;

(f) Disposed of or permitted to lapse any item of Intangible Property, or any license, Permit, or other form of authorization to use any Intangible Property;

(g) Except for normal increases consistent with past practice, instituted any new benefit programs for its Employees;

(h) Made any capital expenditure, or commitment for a capital expenditure, for additions to property, plant, equipment, or Intangible Property, other than in the ordinary course of business;

(i) Made any change in any method of accounting or accounting practice or in any Tax procedures or elections; or

(j) Agreed, whether in writing or otherwise, or made any arrangement, whether or not legally binding, to take any action which, if taken prior to the date hereof, would have been required to be disclosed on a Schedule to clauses (a)-(i) of this Section 4.6.

4.7 Certain Tax Matters.

(a) Crosby GP:

(i) Has filed or will file or furnish when due in accordance with all applicable laws all Tax returns, statements, reports, and forms (including information

returns and reports) required to be filed or furnished with respect to the Business or the Assets with respect to any Pre-Contribution Tax Period as defined in Section 7.4 (collectively, the "Returns");

(ii) Is not subject to any material liens for Taxes on its assets other than liens for taxes which are not yet due or which are payable without penalty;

(iii) Is not subject to any (A) claims, audits, actions, suits, proceedings, or investigations with respect to any Tax or assessment for which Crosby GP could be liable, which would be material to the Business, to the knowledge of the directors or officers of Crosby GP, and (B) requests for rulings in respect of any Tax on their business or any proposed transaction pending before any Taxing Authority.

(b) None of the directors or officers of Crosby GP is aware of any state of facts which could give rise to any claim, audit, action, suit, proceeding, or investigation with respect to any Tax or assessment for which Crosby GP could be liable and which would be material to the Business or the Assets.

4.8 Condition of Facilities. The manufacturing and other facilities included in the Assets or owned by Crosby GP are in adequate working order for the continued conduct of the Business as it is presently conducted.

4.9 Utilities; Access. The manufacturing and other facilities included in the Assets have water supply, storm and sanitary sewer facilities, access to telephone, gas, and electrical connections, fire protection, drainage, means of ingress and egress to and from public highways and, without limitation, other public utilities, all of which are adequate for the continued conduct of the Business as it is presently conducted.

4.10 Certain Conditions Not Present.

(a) To the knowledge of Crosby GP, there are no liabilities of the Business of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable, or otherwise, and there is no existing condition, situation, or set of circumstances which could reasonably be expected to result in such liabilities which in the aggregate are material to the Business taken as a whole, other than:

(i) Liabilities disclosed or provided for in the Contribution Date Balance Sheet; and

(ii) Liabilities incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date.

(b) Crosby GP has not received notice of any pending, and has no knowledge of any threatened or proposed, proceedings or governmental actions to modify the zoning classification of, or to condemn, expropriate, or otherwise take, or to purchase in lieu thereof, all or any material part of any Subject Property.

(c) Crosby GP has not received notice of any pending, and has no knowledge of any threatened or proposed, reassessments or special assessments or penalties or interest with

respect to real estate taxes applicable to any Subject Property which could, in the reasonable judgment of Crosby GP, have any material adverse effect on the business or financial condition of the Business taken as a whole.

4.11 Condition of Equipment. The machinery, equipment, furniture, vehicles, and other tangible personal property of Crosby GP, which are included in the Assets are in adequate operating condition for the continued conduct of the Business as they are presently conducted.

4.12 Inventory; Receivables. Substantially all items of Inventory of Crosby GP are of a good and merchantable quality, usable and saleable in the ordinary course of business. The inventory set forth on the Contribution Date Balance Sheet for Crosby GP is stated properly therein at the lower of cost or realizable market-value, determined in accordance with accounting principles consistently applied. The quantities of all items of Inventory are reasonable and warranted in the present circumstances of the Business.

4.13 Title to Properties; Encumbrances. Except as set forth in the Financial Statements or in the Schedules hereto, Crosby GP has good and marketable title to each piece of Fee Property and to the Improvements thereon, in each case free and clear of all Encumbrances, except for Permitted Encumbrances, and have title to all of the other tangible Properties, free and clear of all Encumbrances, except for Permitted Encumbrances. As a result of the delivery to the Partnership of the Conveyance Instruments, all of the Assets are owned free and clear of all Encumbrances, except Permitted Encumbrances and encumbrances created by the Partnership (whether or not arising from the transactions contemplated hereby).

4.14 Leases. Each lease pursuant to which Crosby GP leases real or personal property is in full force and effect in accordance with its terms, no Lease has been modified or amended in writing, and Crosby GP has not received any written notice of any breach or default with respect to a Lease the consequences of which would result in such Lease being terminated by the Lessor or which, individually or in the aggregate, would have a material adverse effect on the business or financial condition of the Business taken as a whole.

4.15 Patents, Trademarks, and Similar Rights.

(a) Crosby GP has the right to use the Intangible Property which is used in the Business and the consummation of the transactions contemplated by this Agreement will not alter or impair any such rights and will result in the Partnership having the right to use such Intangible Property to the same extent it is currently used in the Business;

(b) No claims have been asserted by any person or entity for the use of any such Intangible Property or challenging or questioning the validity or effectiveness of any such license or agreement, and Crosby GP has no knowledge of any valid basis for any such claim; and

(c) To the knowledge of Crosby GP, the use of such Intangible Property by Crosby GP does not infringe on the rights of any person or entity.

4.16 Insurance. Crosby GP has heretofore made available for inspection by the Corporation a true and complete copy of all material policies of fire, liability, workers' compensation, and other forms of insurance owned or held by Crosby GP. All such policies are

in full force and effect, all premiums with respect thereto covering all periods up to and including the Contribution Date have been paid, and no written notice of cancellation or termination has been received with respect to any such policy. Such policies are in such amounts and insure against such losses and risks and provide such coverage as, in the opinion of Crosby GP, are adequate to protect the Business as they are presently conducted.

4.17 Documents. Crosby GP has heretofore delivered or made available to CHI, to the extent requested by CHI, the following documents, each of which is true and complete:

(a) Copies of all material contracts, agreements, or other commitments, written or oral, to which Crosby GP (with respect to the Business only) is a party or has succeeded to a party by assumption or assignment or in which they have a beneficial interest (any contract or agreement shall, for the purposes of this Agreement, be deemed material (A) if the Business taken as a whole are substantially dependent upon it, (B) if it involves a financial obligation of or benefit to the Business in excess of \$250,000, (C) if the contract is not made in the ordinary course of business, or (D) if it constitutes a management contract or employment contract (excluding oral agreements that arise by operation of law)); and

(b) Copies of all product bulletins, technical bulletins, or other advertising or sales materials currently used in connection with the Business.

4.18 Labor Matters.

(a) To the knowledge of Crosby GP, Crosby GP (with respect to the employees of the Business) is operating in material compliance with all applicable law respecting employment and employment practices, terms and conditions of employment and wages and hours, and are not engaged in any unfair labor practices.

(b) To the knowledge of Crosby GP, there are no unfair labor practice complaints, labor disputes, work stoppages, or union organization efforts, or threats of the foregoing, directed against any of the operations of the Business.

4.19 No Breach.

(a) Each material Permit, contract, agreement, deed of trust, lease, policy, license, plan, commitment, arrangement, and understanding (whether evidenced by a written document or otherwise) referred to in this Agreement or in any Schedule hereto, under which Crosby GP has any right, interest, or obligation are in full force and effect.

(b) Crosby GP is not in breach of any material agreement of Crosby GP (with respect to the Business) and there does not exist any default or event (including the execution and delivery of this Agreement and no consummation of the transactions contemplated hereby or thereby) which, with the giving of notice or the lapse of time or both, would become a breach or default, and there is no basis for any valid claim of a default in any respect, under any thereof, and Crosby GP has used its best efforts to secure the consents (where such consents are necessary) of the other parties thereto to the consummation of the transactions contemplated by this Agreement.

4.26 Brokers. Crosby GP has neither incurred nor will incur any broker's, finder's, investment banking, or similar fee in connection with the transactions contemplated by this Agreement and Crosby GP has not made any statement or representation that could form the basis for any claim for any such fee.

4.27 Governmental Approvals and Consents. Except as referred to in Section 7.8, no approval, authorization, consent, or other order or action of Crosby GP with any court, administrative agency, or other governmental authority is required for the execution and delivery of this Agreement or the consummation by Crosby GP of the transactions contemplated hereby.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF CHI TO THE PARTNERSHIP

CHI hereby makes to the Partnership each representation and warranty in Article 4 hereof, substituting for each use of the words "Crosby GP" in Article 4 the word "CHI" and substituting for each use of the word "CHI" in Article 4 the words "the Partnership" (as appropriate to reflect the ownership of the Business by CHI and the transfer of the Business by CHI to the Partnership).

ARTICLE 6

COVENANTS OF THE PARTIES

6.1 Consents, Permits, Etc.

(a) Crosby GP has obtained or will obtain at the earliest practicable date hereafter all consents, approvals, governmental filings, authorizations, and Permits necessary to (A) the consummation of the transactions contemplated by this Agreement, and (B) the continued conduct of the Business by CHI after the Contribution Date as they are presently conducted and deliver herewith [or will deliver when obtained hereafter] to CHI, as applicable, copies of each such consent, approval, governmental filing, authorization, and Permit.

(b) CHI has obtained or will obtain at the earliest practicable date hereafter all consents, approvals, governmental filings, authorizations, and Permits necessary to (A) the consummation of the transactions contemplated by this Agreement, and (B) the continued conduct of the Business by the Partnership after the Contribution Date as they are presently conducted and deliver herewith [or will deliver when obtained hereafter] to the Partnership, as applicable, copies of each such consent, approval, governmental filing, authorization, and Permit.

(c) To the extent that any of the contracts, leases, agreements, Permits, plans, commitments, purchase orders, or other binding arrangements relating to the Assets (in this Section 6.1(c) called "Agreements") cannot be assumed by or assigned to CHI without the consent of another party, and such consent has not been obtained as of the Contribution Date, Crosby GP and CHI agree to cooperate in any reasonable arrangement designed to enable Crosby GP to perform its obligations under, and to provide for CHI the benefit of, any such agreements, including enforcement at any cost, and for the account of CHI, of any and all rights of Crosby GP against the other party thereto arising out of the breach or cancellation thereof by

such other party or otherwise. Crosby GP will promptly pay to CHI when received all monies received under any such agreements.

(d) To the extent that any of the contracts, leases, agreements, Permits, plans, commitments, purchase orders, or other binding arrangements relating to the Assets (in this Section 6.1(d) called "Agreements") cannot be assumed by or assigned to the Partnership without the consent of another party, and such consent has not been obtained as of the Contribution Date, CHI and the Partnership agree to cooperate in any reasonable arrangement designed to enable CHI to perform its obligations under, and to provide for the Partnership the benefits of, any such agreements, including enforcement at any cost, and for the account of the Partnership, of any and all rights of CHI against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise. CHI will promptly pay to the Partnership when received all monies received under any such agreements.

ARTICLE 7

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

7.1 Survival; Indemnification.

(a) The covenants, agreements, representations, and warranties of the parties hereto contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Contribution Date until January 1, 2000 except that such covenants, agreements, representations, or warranties relating to the Tax matters shall extend until the expiration of the applicable statutory period of limitations (giving effect to any waiver or extension thereof). Notwithstanding the preceding sentence, any covenant, agreement, representation, or warranty in respect of which indemnity may be sought under this Article 7 shall survive the time at which it would otherwise terminate pursuant to such sentence, if notice of the inaccuracy or breach thereof giving rise to such indemnity shall have been given to the party against whom such indemnity may be sought, prior to such time.

(b) Each of the Indemnitors hereby agrees to indemnify each Indemnitee (as each is defined in Section 7.4 of this Agreement) against and agree to hold it harmless from any and all damage, loss, liability, and expense (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses in connection with any action, suit, proceeding, claim, investigation, or other loss) (a "Loss") incurred or suffered by such Indemnitee arising out of any material breach of any representation or warranty hereunder made by such Indemnitor and from any other breach by such Indemnitor of the provisions of this Agreement.

7.2 **Limitations of Indemnification.** Notwithstanding anything contained in this Section 7 to the contrary, any Indemnitor shall be required to indemnify the Indemnitee against and hold the Indemnitee harmless from all Loss (other than relating to Taxes) with respect to Section 7.1 only to the extent that the aggregate amount of all such Losses exceeds Two Million Dollars (\$2,000,000) (the "Liability Threshold"). In the event that the aggregate amount of all Loss (other than relating to Taxes) with respect to Section 7.1 of this Agreement sustained by the Indemnitee exceeds the Liability Threshold, and the Indemnitor is required to indemnify such Indemnitees, the Indemnitor shall be responsible for payment for all Loss with respect to Section

7.1 of this Agreement in excess of the Liability Threshold: provided, however that in no event shall the amount of Loss (other than relating to Taxes) with respect to Section 7.1 of this Agreement payable by an Indemnitor exceed in the aggregate Fifty Million Dollars (\$50,000,000).

7.3 Tax Indemnification With Respect to Tax Liability of Crosby GP and Other Tax Matters.

(a) Except to the extent such Taxes are set forth in the Balance Sheet of Crosby GP dated as of November 30, 1998, Crosby GP shall indemnify and hold harmless CHI and CHI shall indemnify and hold harmless the Partnership from:

(i) Any liability for Tax of Crosby GP which is incurred in or attributable to the Tax Indemnification Period; and

(ii) Any liability, cost, expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses), loss, damages, assessment, settlement, or judgment arising out of or incident to the imposition, assessment, or assertion of any liability described in subclauses (i) and (ii) hereof, including those incurred in the contest in good faith of appropriate proceedings for the imposition, assessment, or assertion of any tax (subject to the provisions of Section 7.3(e) hereof), and any liability of an Indemnitee by reason of being a transferee of the assets of Crosby GP with respect to any liability for Tax of Crosby GP which is incurred or attributable to the Tax Indemnification Period.

The sum of (i) and (ii) above is referred to herein as a "Tax Loss."

(b) In the case of any Taxes that are imposed, assessed, or asserted on a periodic basis and are payable for a Taxable period that includes (but does not end on) the Contribution Date, the portion of such Taxes related to the portion of such Taxable period ending on the Contribution Date and the portion of such Taxes that is incurred in or attributable to the Pre-Contribution Tax Period shall (i) in the case of any Tax other than a Tax imposed on, measured by, or related to revenues, gross or net income, receipts, gains, or compensation, be deemed to be the amount of such Tax for the entire Taxable period multiplied by a fraction, the numerator of which is the number of days in the Pre-Contribution Tax Period and the denominator of which is the number of days in the entire Taxable period, and (ii) in the case of any Tax imposed on, measured by, or related to revenues, gross or net income, receipts, gains, or compensation, be deemed equal to the amount of such Tax for the entire Taxable period multiplied by a fraction, the numerator of which is the revenues, gross or net income, receipts, gains, or compensation, as the case may be, attributable to the Tax Indemnification Period and the denominator of which is the total amount of revenues, gross or net income, receipts, gains, or compensation for the entire Taxable period.

(c) Upon the incurrance of an Indemnitee of any Tax Loss or any Loss relating to an Excluded Tax Liability (as defined in Section 1.5(a) hereof), the Indemnitor shall discharge its obligations to indemnify the Indemnitee against such Tax Loss or Loss by paying to the Indemnitee in U.S. dollars an amount equal to the amount of such Tax Loss or Loss.

(d) If an Indemnitee receives a refund or reduces its Tax liability by using a credit of any Tax in respect of the Tax Indemnification Period or any Excluded Tax Liability, the Indemnitee shall pay to the Indemnitor the amount of such refund or credit within thirty (30) days of the date on which such refund or credit is received or used by such Indemnitee.

(e) The Indemnitee agrees to give prompt notice to the Indemnitor of the assertion of any claim, or the commencement of any suit, action, proceeding, audit, or assessment in respect of which indemnity may be sought hereunder or under Section 7.1 of this Agreement relating to an Excluded Tax Liability, and of any Loss (specifying with reasonable particularity the basis therefor) and will give the Indemnitor such information with respect thereto as the Indemnitor may reasonably request.

(f) The provisions of Section 7.3 hereof shall govern any Loss with respect to a breach of any representation, covenant, or agreement set forth in Section 4.7 of this Agreement.

7.4 Definitions. For the purpose of this Agreement, the following terms have the following meanings:

(a) "Affiliate" means, with respect to any person, any person directly or indirectly controlling, controlled by, or under common control with such other person.

(b) "Code" means the Internal Revenue Code of 1986, as amended.

(c) "Indemnitee" means as to the indemnification obligation of Crosby GP, CHI, and as to the indemnification obligation of CHI, the Partnership.

(d) "Indemnitor" means as to CHI, Crosby GP and, as to the Partnership, CHI.

(e) "Pre-Contribution Tax Period" means any Tax Period ending on or before the close of business on the Contribution Date, or, in the case of any Tax Period which includes, but does not end on, the Contribution Date, the portion of such period up to and including the Contribution Date.

(f) "Tax" means (i) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, franchise, capital, paid-up capital, profits, greenmail, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty, or other tax, governmental fee, or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax, or additional amount imposed by any governmental authority (a "Taxing Authority") responsible for the imposition of any such tax (domestic or foreign), and (ii) liability for the payment of any amounts of the type described in (i) as a result of any express obligations to indemnify any other Person.

(g) "Tax Asset" means any net operating loss or other Tax loss, net capital loss, investment Tax credit, foreign Tax credit, charitable deduction, or any other credit or Tax attribute of Crosby GP which could reduce Taxes (including, without limitation, deductions and credits related to alternative minimum Taxes).

(b) "Tax Indemnification Period" means (i) any Pre-Contribution Tax Period, (ii) with respect to any Tax described in clause (ii) of Section 7.4(f), the survival period of the indemnification obligation under the applicable contract.

7.5 Control of Litigation.

(a) The Indemnitee agrees to give prompt notice to the Indemnitor of the assertion of any claim, or the commencement of any suit, action, or proceeding in respect of which indemnity may be sought under Section 7.1(b) of this Agreement and of any Loss which any such Indemnitee deems to be within the ambit of Section 7.1(b) of this Agreement other than relating to Taxes (specifying with reasonable particularity the basis therefor) and will give the Indemnitor such information with respect thereto as the Indemnitor may reasonably request. The Indemnitor may, at its own expense, participate in and, upon notice to such Indemnitee, assume the defense of any such suit, action, or proceeding; provided that the Indemnitor's counsel is reasonably satisfactory to Indemnitee, the Indemnitor shall thereafter consult with Indemnitee upon Indemnitee's reasonable request for such consultation from time to time with respect to such suit, action, or proceeding, and the Indemnitor shall not, without Indemnitee's consent, which consent shall not be unreasonably withheld, settle or compromise any such suit, action, or claim. If the Indemnitor assumes such defense, such Indemnitee shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor. For any period during which the Indemnitor has not assumed the defense thereof, the Indemnitor shall be liable for the fees and expenses of counsel employed by the Indemnitee; provided, however, that the Indemnitor shall not be liable for the fees or expenses of more than one counsel employed by the Indemnitee in any jurisdiction. If the Indemnitee assumes the defense thereof, the Indemnitee shall thereafter consult with the Indemnitor upon the Indemnitor's reasonable request for such consultation from time to time with respect to such suit, action, or proceeding and the Indemnitee shall not, without the Indemnitor's consent, which consent shall not be unreasonably withheld, settle or compromise any such suit, action, or claim. Whether or not the Indemnitor chooses to defend or prosecute any claim, all of the parties hereto shall cooperate in the defense or prosecution thereof.

(b) The Indemnitor shall not be liable under Section 7.1(b) hereof with respect to any Loss resulting from a claim or demand the defense of which the Indemnitor was not offered the opportunity to assume as provided under Section 7.5(a) hereof to the extent the Indemnitors' liability under Section 7.1(b) hereof is prejudiced as a result thereof. No investigation by Indemnitee prior to the Contribution Date shall relieve any Indemnitor of any liability hereunder.

7.6 Transfer Taxes. Crosby GP and CHI shall pay all Taxes or recording fees imposed on their respective transfers hereunder of real property and tangible and intangible personal property hereunder, including without limitation Intellectual Property, applicable to the transfers of the Assets contemplated by this Agreement and all sales and use Taxes applicable to transfers by Crosby GP and CHI of the Assets contemplated by this Agreement.

7.7 Cooperation on Tax Matters. Crosby GP, CHI and the Partnership shall cooperate fully, as and to the extent reasonably requested by any of such parties, in connection with any audit, litigation, or other proceeding with respect to Taxes. Such cooperation shall

include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Crosby GP, CHI and the Partnership agree (a) to retain all books and records which are relevant to the determination of the Tax liabilities pertinent to the Assets relating to any Pre-Contribution Tax Period until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any Taxing Authority, and (b) to give the other parties reasonable written notice prior to destroying or discarding any such books and records and, if another party so requests, allow such party to take possession of such books and records.

7.8 Tax Clearance Certificate. Crosby GP has provided or will make available to CHI and CHI has provided or will make available to the Partnership any tax clearance certificate required by any applicable law as a result of the transactions effected thereby or an indemnity for any loss incurred by reason of the failure to provide such certificates.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Knowledge. References to the knowledge of Crosby GP or CHI mean solely the actual conscious knowledge of the chief executive officer of Crosby GP or CHI, as applicable.

8.2 Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto.

8.3 Waiver of Compliance; Consents. Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be waived by the other party who is the beneficiary of such provision; provided, however, that any such waiver may be made only by a written Instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 8.3, with appropriate notice in accordance with Section 8.10 of this Agreement.

8.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties, any successors and permitted assigns, any rights, remedy, or claim under or by reason of this Agreement or any provisions herein contained.

8.5 Expenses, Transfer Taxes, Etc. Except as otherwise contemplated by Section 7.1 hereof, whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses (including all fees of counsel, actuaries, and accountants)

incurred by any party in connection with the negotiation and execution of this Agreement, shall be borne by such party.

8.6 Further Assurances. At the request of another party hereto, and without further consideration, each of the parties, at its own expense, will execute and deliver such other documents, and take such other action, as may be reasonably requested in order to consummate more effectively the transactions contemplated hereby.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (without regard to its conflicts of law doctrines).

8.8 Counterparts. 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 instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

8.9 Publicity. Neither of the parties will make any disclosure of the transactions contemplated by this Agreement or any discussions in connection therewith, without the prior written consent of each of the other parties. The preceding sentence shall not apply to any disclosure required to be made by Law or the regulations of any stock exchange(s) as reasonably determined by counsel to the party determining that such disclosure is required, except that such party, whenever practicable, shall be required to consult with the other party concerning the timing and content of such disclosure before making it.

8.10 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Crosby GP :

43 Kendrick Street
Wrentham, MA 02093
Attn: Treasurer

If to CHI:

43 Kendrick Street
Wrentham, MA 02093
Attn: Treasurer

If to the Partnership:

43 Kendrick Street
Wrentham, MA 02093
Attn: Treasurer

8.11 Specific Performance. Each of the parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. A party's right to specific performance shall be in addition to all other legal or equitable remedies available to such party.

8.12 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 Entire Agreement. This Agreement, including the schedules, exhibits, and other documents and instruments referred to herein, together with the Partnership Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

8.14 Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.15 Schedules. All Schedules attached hereto are hereby incorporated in and made a part as if set forth in full herein.

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

CROSBY VALVE, INC.

By Bernard J. Doherty
Name: Bernard J. Doherty
Title: Vice President & Secretary

CROSBY HOLDING, INC. I

By: John J. Guarneri
Name: John J. Guarneri
Title: Vice President

ANDERSON, GREENWOOD LP

By: Crosby Valve, Inc.
Its: General Partner

By Bernard J. Doherty
Name: Bernard J. Doherty
Title: Vice President & Secretary

Schedule 1.2

Crosby GP Excluded Real Property

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRANSMITTAL FORM

Registrant: Anderson, Greenwood LP Docket Nos.: VA000USG (See Schedule A)
Registration Nos.: Various (See Schedule A) Mark: Various (See Schedule A)
Registration Date: Various (See Schedule A) Classes: Various (See Schedule A)

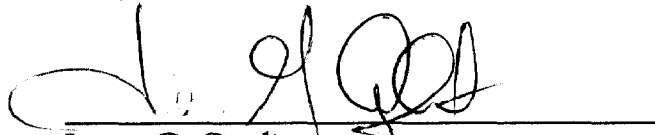
Enclosed herewith for filing in respect of the above-noted matter are:

- 1) Recordation Form Cover Sheet;
- 2) Contribution Agreement Documents;
- 3) Firm's check number 14554 in the amount of \$190.00;
- 4) Postcard; and
- 5) Transmittal form in duplicate.

The Commissioner is authorized to charge any amounts due or to credit any overpayments to our firm's Deposit Account No. 07-2162. A duplicate copy of this letter is enclosed for such purpose.

Respectfully submitted,

Date: September 21, 2000

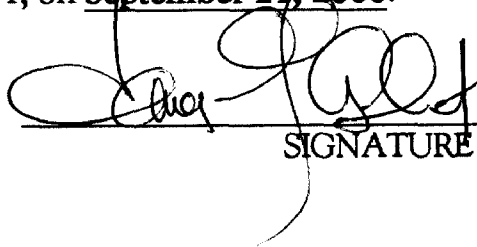


James G. Coplit
Grimes & Battersby
P.O. Box 1311
Stamford, Connecticut 06904-1311
Telephone: (203) 324-2828

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231, on September 21, 2000.

JAMES G. COPLIT
NAME OF REGISTERED
REPRESENTATIVE



SIGNATURE

September 21, 2000
DATE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRANSMITTAL FORM

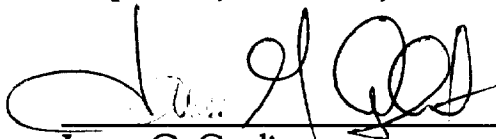
Registrant: Anderson, Greenwood LP Docket Nos.: VA000USG (See Schedule A)
Registration Nos.: Various (See Schedule A) Mark: Various (See Schedule A)
Registration Date: Various (See Schedule A) Classes: Various (See Schedule A)

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The Commissioner is authorized to charge any amounts due or to credit any overpayments to our firm's Deposit Account No. 07-2162. A duplicate copy of this letter is enclosed for such purpose.

Respectfully submitted,



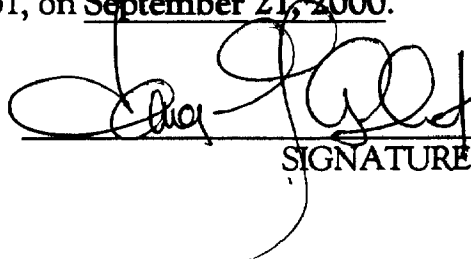
Date: September 21, 2000

James G. Coplit
Grimes & Battersby
P.O. Box 1311
Stamford, Connecticut 06904-1311
Telephone: (203) 324-2828

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231, on September 21, 2000.

JAMES G. COPLIT
NAME OF REGISTERED
REPRESENTATIVE



SIGNATURE

September 21, 2000
DATE

SCHEDULE A

<u>Docket #</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration date</u>	<u>Class</u>
VA026UST	OMNI-TRIM	1,663,954	11/12/1991	7
VA033UST	ISOFLEX	1,863,058	11/15/1994	7
VA035UST	CROSBY	0,622,224	02/28/1956	9
VA035UST1	CROSBY	0,260,087	08/13/1929	6
VA040UST	QUICKCROSS	2,234,518	03/23/1999	6
VA048UST	FLEXI-DISC	1,139,789	09/23/1980	7
VA049UST	PRESSURMATIC	0,791,317	06/22/1965	9