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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wickes Manufacturing Company

3-27-01

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State of Delaware
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Name: Bohn, Inc.

Internal Address:

Street Address: 1625 East Voorhees Street

City: Danville State: IL ZIP: 61832

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State of Delaware
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

BOHN-KOTE Reg. No. 713,044
LO-AIRE Reg. No. 740,026
RADIAL-AIRE Reg. No. 873,420

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: W. Kirk McCord

Internal Address: P.O. Box 799900
Dallas, TX 75379-9900

Street Address: 2140 Lake Park Blvd.

City: Richardson State: TX ZIP: 75080

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): $ 90.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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02 FC:482 50.00 OP

9. 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.

W. KIRK MCCORD — Name of Person Signing

Signature

3-27-01 — Date

Total number of pages comprising cover sheet: 1

STOCK PURCHASE AGREEMENT (this "Agreement") dated as of September 23, 1989, between WICKES COMPANIES, INC., a Delaware corporation ("Seller"), and HEATCRAFT INC., a Mississippi corporation ("Buyer").

The following indirect and direct subsidiaries of Seller are engaged in the business of manufacturing heat transfer products (the "Heat Transfer Business") for use in the commercial refrigeration, commercial air conditioning and tube-n-fin coil industries: (i) Wickes Products, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Seller ("WPI"), through its Bohn Heat Transfer Division (the "Division"), (ii) Larkin, Inc., a Georgia corporation and a direct wholly owned subsidiary of WPI ("Larkin"), and (iii) Friga-Bohn, S.A., a corporation organized under the laws of France and a direct 50%-owned subsidiary of Seller ("Friga-Bohn"). Seller intends to cause WPI to contribute and assign to Bohn, Inc., a Delaware corporation and a newly formed, wholly owned subsidiary of WPI ("Bohn"), all the assets, properties and rights of WPI relating to the Division and to cause Bohn to assume all the obligations and liabilities of WPI relating to the Division. Prior to such contribution and assignment, WPI (with respect only to the Division), Larkin and Friga-Bohn, and upon and

after such contribution and assignment, Bohn, Larkin and Friga-Bohn, are hereinafter collectively referred to as the "Heat Transfer Group" and individually referred to as "a member of the Heat Transfer Group". In addition, Seller may cause WPI to transfer its direct ownership of Bohn and Larkin to another direct or indirect wholly owned subsidiary of Seller (WPI or, in the event of such transfer, such other direct or indirect wholly owned subsidiary of Seller which is the direct owner of Bohn and Larkin being hereinafter referred to as "BL Parent").

Buyer desires to purchase from BL Parent, and Seller desires to cause BL Parent to sell to Buyer, all the outstanding shares of Common Stock, par value $1.00 per share (the "Larkin Shares"), of Larkin and all the outstanding shares of Common Stock, par value $1.00 per share (the "Bohn Shares"), of Bohn, upon the terms and subject to the conditions hereinafter set forth. Buyer desires to purchase from Seller and John A. Janitz, and Seller and John A. Janitz desire to sell to Buyer, all the shares of common stock, par value 100 francs per share, of Friga-Bohn owned by Seller and John A. Janitz (the "Friga-Bohn Shares"), upon the terms and subject to the conditions hereinafter set forth (the Bohn Shares, the Larkin Shares and the Friga-Bohn Shares being hereinafter collectively referred to as the "Shares").

Accordingly, the parties hereto hereby agree as follows:

1. Purchase and Sale of the Shares. (a) On the terms and subject to the conditions of this Agreement, Seller shall sell, transfer and deliver, or cause to be sold, transferred and delivered, to Buyer, and Buyer shall purchase from Seller and BL Parent, the Shares for an aggregate purchase price of $107,000,000, subject to adjustment as provided in Section 2(b) (as adjusted, the "Purchase Price").

(b) Not later than one business day prior to the Closing (as defined in Section 2(a)), Seller shall cause WPI and Wickes Manufacturing Company, a Delaware corporation and WPI's parent ("WMC"), to contribute and assign to Bohn all the assets, properties and rights of WPI and WMC of whatever kind and nature, real or personal, tangible or intangible, owned by WPI or WMC and used or held for use primarily in the Division, other than the Excluded Assets (as defined in Section 1(d)), and including, without limitation, those assets, properties and rights described in Schedule 1(b) other than the Excluded Assets (the assets, properties and rights to be contributed and assigned to Bohn being hereinafter collectively referred to as the "Contributed Assets"). The Contributed Assets shall be acquired by Bohn on an "AS IS, WHERE IS" basis. All instruments and documents of

contribution and assignment delivered or to be delivered to Bohn shall be reasonably acceptable in legal form and substance to Buyer (consistent with the foregoing sentence), and all legal actions required to be taken in connection with such contribution and assignment shall be reasonably satisfactory to Buyer.

(c) Concurrently with the contribution and assignment to Bohn of the Contributed Assets, Bohn shall assume and agree to pay, perform and discharge when due all the obligations and liabilities of WPI and WMC relating to the Division, of whatever kind and nature, primary or secondary, direct or indirect, absolute or contingent, known or unknown, whether or not accrued, whenever arising, other than the Excluded Liabilities (as defined in Section 1(e)), and including, without limitation, those obligations and liabilities described in Schedule 1(c) other than the Excluded Liabilities (those obligations and liabilities to be assumed by Bohn being hereinafter collectively referred to as the "Assumed Liabilities"). Bohn's assumption of obligations and liabilities pursuant to this Section 1(c) shall not be subject to offset or reduction by reason of any actual or alleged breach of any representation, warranty, covenant or agreement contained in this Agreement or any document delivered in connection herewith or any right or alleged right to indemnification hereunder or any other

matter whatsoever. All persons or entities having any right in respect of the Assumed Liabilities, WPI and WMC are intended third-party beneficiaries of Bohn's assumption of the Assumed Liabilities pursuant to this Section 1(c).

(d) The term "Excluded Assets" means:

(i) all real property and interests in real property of WPI located in Beardstown, Illinois together with WPI's right, title and interest in all buildings, improvements, fixtures and other appurtenances thereto (collectively, the "Beardstown Premises");

(ii) all rights relating to the Excluded Liabilities; and

(iii) all right, title and interest in the trade name "Bohn" and in the common law trademark "Bohn", except as used in connection with the Heat Transfer Business.

(e) The term "Excluded Liabilities" means:

(i) all obligations and liabilities relating to the environment and waste disposal activities at the Beardstown Premises, including all obligations and liabilities arising as a result of being the owner of, or the operator of the facility at, (in each case, within the meaning of the environmental laws and

regulations referred to in Section 4(t)) the Beardstown Premises; and

(ii) all obligations and liabilities for:

(A) workers' compensation claims made by the Plant #8, Bohn Heat Transfer Division, Beardstown employees and former employees represented by Local #760 U.A.W. (the "Beardstown Hourly Employees") after September 23, 1989;

(B) unfair labor practice claims made by the Beardstown Hourly Employees with respect to actions or alleged actions of Seller, WMC or WPI after September 23, 1989;

(C) severance (whether in the form of wages or other benefits) for the Beardstown Hourly Employees, including, without limitation, any severance obligations or liabilities arising out of negotiation over the "effects of closure" with Local #760 U.A.W.; and

(D) continuation of medical coverage required under Section 4980B of the Code (as defined in Section 4(r)) with respect to the Beardstown Hourly Employees or their "qualified beneficiaries", as defined in Section 4980B(g)(1) of the Code, who currently or prospectively may be entitled thereto.

2. Closing. (a) The closing (the "Closing") of the purchase and sale of the Shares shall be held at the offices of Cravath, Swaine & Moore, Worldwide Plaza, 825 Eighth Avenue, New York, New York, at 10:00 a.m. on October 27, 1989, or if the conditions to Closing set forth in Sections 3(a) and 3(b) shall not have been satisfied by such date, as soon as practicable after such conditions shall have been satisfied; provided, however, that the Closing shall not occur later than the date specified in Section 15. The date on which the Closing shall occur is hereinafter referred to as the "Closing Date". At the Closing, (i) Buyer shall deliver to Seller, by wire transfer to a bank account designated in writing by Seller, immediately available funds in an amount equal to the amount specified in Section 1(a) plus or minus the amount of an estimate, reasonably prepared by Seller and delivered to Buyer at least one business day prior to the Closing Date, of any adjustment under paragraph (b) below (the total amount of funds paid at Closing being hereinafter referred to as the "Closing Date Amount") and (ii) Seller shall deliver or cause to be delivered to Buyer certificates representing the Shares, duly endorsed in blank or accompanied by stock powers duly endorsed in blank. Seller and Buyer shall each pay half of any stock transfer, real estate transfer, sales or use taxes and any patent or trademark registration fees

due as a result of the sale of the Shares to Buyer, the contribution and assignment of the Contributed Assets to Bohn or the assignment of assets to Buyer or any member of the Heat Transfer Group pursuant to Section 18; provided, however, that Buyer shall not pay more than $125,000 in respect of such taxes and fees and, if half of the aggregate of all such taxes and fees exceeds $125,000, Seller shall pay any such excess.

(b)(i) The Purchase Price shall be reduced or increased dollar-for-dollar to the extent that Adjusted Parent Company Equity at the close of business on the Closing Date is less than or greater than $44,170,000; provided, however, that in no event shall the Purchase Price exceed the amount specified in Section 1(a) by more than $5,000,000. As used herein, the term "Adjusted Parent Company Equity" at the close of business on the Closing Date shall mean "Adjusted Parent Company Equity" as it would appear on a statement of assets, liabilities and parent company equity of the Heat Transfer Group prepared as of the close of business on the Closing Date (a "Closing Balance Sheet") in accordance with United States generally accepted accounting principles, except as described in Exhibit A to Schedule 4(f), on a basis consistent with (and having the format of) the July Consolidated Balance Sheet (as defined in Section 4(f)), but after giving effect to the elimination

of cash (consistent with the adjustment set forth in the "Adjustments" column in Schedule 4(f)) and to adjustments made in accordance with paragraph (d) of this Section 2. The Closing Balance Sheet shall be based on a physical inventory of the Heat Transfer Group (excluding Friga-Bohn), which physical inventory shall be observed by Arthur Andersen & Co. The Closing Balance Sheet shall (v) value inventory at the lower of cost or market (FIFO) and use the same standard costs as used in the preparation of the July Consolidated Balance Sheet, (w) have a reserve for doubtful accounts no less than that reflected in the July Consolidated Balance Sheet, (x) have a full reserve for inventory, other than service parts, in excess of one year's usage, (y) have a full reserve for service parts in excess of two years' usage and (z) have a warranty reserve no less than that reflected in the July Consolidated Balance Sheet and have a warranty reserve for "SME" no less than $50,000 or, if amounts have been paid in respect of "SME" warranty claims, the excess of $50,000 over such paid amounts. All fees and expenses of Arthur Andersen & Co. in connection with the preparation of the Closing Balance Sheet (including the physical inventory) and the other transactions contemplated hereby shall be paid by Seller.

(ii) Within 60 days after the Closing Date, Seller shall prepare and deliver to Buyer a Closing Balance Sheet,

audited by Arthur Andersen & Co., setting forth Adjusted Parent Company Equity at the close of business on the Closing Date. Seller, Arthur Andersen & Co. and their authorized representatives shall be entitled to review, during normal business hours, the books, records and work papers of the Heat Transfer Group to prepare such Closing Balance Sheet. If Buyer and Coopers & Lybrand disagree with such Closing Balance Sheet, Buyer shall notify Seller in writing of such disagreement within 20 days after Buyer's receipt of such Closing Balance Sheet and Buyer and Seller shall attempt in good faith to resolve such disagreement and any disagreement raised by Seller with respect to such Closing Balance Sheet. All fees and expenses of Coopers & Lybrand in connection with the review of the Closing Balance Sheet and the other transactions contemplated hereby shall be paid by Buyer. If Buyer and Seller are unable to resolve any disagreement within 30 days after Seller's receipt from Buyer of notice of disagreement, Buyer and Seller shall submit such disagreement to a certified independent public accounting firm that is nationally recognized in the United States (the "Independent Accounting Firm") selected by Coopers & Lybrand and Arthur Anderson & Co. and retained on the terms set forth in Section 25. Buyer and Seller shall cause the Independent Accounting Firm, within 20 days after its selection, to resolve such disagreement and to prepare

the definitive Closing Balance Sheet, which resolution and definitive Closing Balance Sheet shall be binding on the parties.

(iii) To the extent that the Closing Date Amount shall have been more or less than the Purchase Price (as limited by the proviso in the first sentence of Section 2(b)(i)), Seller or Buyer, as applicable, shall, within two business days after the final determination of Adjusted Parent Company Equity at the close of business on the Closing Date pursuant to paragraph (ii) above, make payment by wire transfer of immediately available funds of the amount of such difference, together with interest thereon from the Closing Date to the date of payment (at an annual rate equal to Citibank's prime rate, as publicly announced and in effect from time to time during such period, calculated on the basis of the actual number of days elapsed over 365), to such account as has been designated by Buyer or Seller, respectively.

(c) Immediately prior to the Closing, unless prohibited by, or subject to a material penalty or tax under, any applicable statute, law, ordinance, rule or regulation, (i) all intercompany obligations owing from Seller or any of its subsidiaries (other than any member of the Heat Transfer Group) to any member of the Heat Transfer Group shall be canceled and Adjusted Parent Company Equity

shall be decreased accordingly and (ii) all intercompany obligations owing from any member of the Heat Transfer Group to Seller or any of its subsidiaries (other than any member of the Heat Transfer Group) shall be canceled and Adjusted Parent Company Equity shall be increased accordingly; as a result, immediately following the Closing there shall be no further liability between Seller and its subsidiaries (other than members of the Heat Transfer Group) on the one hand and any member of the Heat Transfer Group on the other hand, except as contemplated by the forepart of this sentence or otherwise by this Agreement. Any holder of a note or other evidence of indebtedness canceled pursuant to this Section 2(c) shall surrender such note or other evidence of indebtedness to the obligor thereon.

(d) Immediately prior to the Closing, all cash of the Heat Transfer Group shall be distributed to Seller, except that Buyer may elect, by written notice to Seller at least three business days prior to the Closing Date, to retain any such cash in the Heat Transfer Group, in which case Adjusted Parent Company Equity shall be increased by the amount of such cash retained in the Heat Transfer Group.

3. Conditions to Closing. (a) Buyer's Obligation. The obligation of Buyer to purchase and pay for the

Shares is subject to the satisfaction (or waiver by Buyer) as of the Closing of the following conditions:

(i) The representations and warranties of Seller made in this Agreement shall be true and correct as of the date hereof and on and as of the Closing Date, except to the extent they specifically relate to another date and except to the extent that the failure of any such representations and warranties to be true and correct would not have a material adverse effect on the business, assets, financial condition or results of operations of the Heat Transfer Group taken as a whole, and Seller shall have performed in all material respects the covenants and agreements of Seller contained in this Agreement required to be performed by the time of the Closing.

(ii) Seller shall have delivered to Buyer the documents listed below:

(A) A certificate executed on behalf of Seller by an executive officer of Seller, dated the Closing Date, in form reasonably satisfactory to Buyer confirming the fulfillment of the conditions specified in Section 3(a)(i);

(B) A copy of resolutions of the Board of Directors of Seller authorizing the execution, delivery and performance of this Agreement and the

consummation of the transactions contemplated hereby, certified by an executive officer of Seller;

(C) Certificates from the appropriate government authorities, dated as close as practicable to the Closing Date, as to the legal existence and good standing of Bohn, Larkin and BL Parent under the laws of their respective states of incorporation, and, if available, telegrams dated the Closing Date from such government authorities to such effect;

(D) Certificates from the appropriate government authority of Illinois, dated as close as practicable to the Closing Date, as to the due qualification of Bohn to do business in such state;

(E) Opinions dated the Closing Date of Cravath, Swaine & Moore, counsel to Seller, and Charles E. Lewis, Esq., General Counsel of WMC, substantially in the forms of Exhibits A-1 and A-2, respectively;

(F) Assignments (in form reasonably satisfactory to Buyer) of all confidentiality agreements entered into by potential purchasers of the Heat Transfer Group, together with original

executed copies of such confidentiality agreements; and

(G) Such other certificates and documents as may be reasonably requested by Buyer.

(iii) No suit, action, investigation or other proceeding brought by any third party shall be pending before any court or governmental agency which seeks (or, in the case of an investigation, may lead to a suit, action or proceeding which seeks) to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(iv) The waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), shall have expired or terminated.

(v) Buyer shall have received the original copies of appropriately executed bills of sale, special warranty deeds and assignments evidencing the contribution and assignment of the Contributed Assets to Bohn, all in the forms approved by Buyer pursuant to Section 1(b).

(vi) Buyer shall have received copies of the consents identified on Schedule 3(a)(vi).

(vii) There shall be no Liens (as defined in Section 4(b)), or any easements, convenants, rights of

way or other restrictions that materially impair the use of the real property to which they relate, on the real property of Bohn located in Danville, Illinois or the real property of Larkin located in Tifton, Georgia other than, in each case, Permitted Restrictions (as defined in Section 4(j)).

(b) Seller's Obligation. The obligation of Seller to sell, transfer and deliver (or, as applicable, to cause to be sold, transferred and delivered) the Shares to Buyer is subject to the satisfaction (or waiver by Seller) as of the Closing of the following conditions:

(i) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the date hereof and on and as of the Closing Date, except to the extent they specifically relate to another date, and Buyer shall have performed in all material respects the covenants and agreements of Buyer contained in this Agreement required to be performed by the time of the Closing.

(ii) Buyer shall have delivered to Seller the documents listed below:

(A) A certificate executed on behalf of Buyer by an executive officer of Buyer, dated the Closing Date, in form reasonably satisfactory to Seller

confirming the fulfillment of the conditions specified in Section 3(b)(i);

(B) A copy of resolutions of the Board of Directors of Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, certified by an executive officer of Buyer;

(C) An opinion dated the Closing Date of Thompson & Knight, counsel to Buyer, substantially in the form of Exhibit B; and

(D) Such other certificates and documents as may be reasonably requested by Seller.

(iii) No suit, action, investigation or other proceeding brought by any third party shall be pending before any court or governmental agency which seeks (or, in the case of an investigation, may lead to a suit, action or proceeding which seeks) to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(iv) The waiting period under the HSR Act shall have expired or terminated.

(c) Additional Conditions to Buyer's Obligation To Purchase and Seller's Obligation To Sell Friga-Bohn Shares. The obligation of Buyer to purchase and pay for,

and the obligation of Seller to sell, transfer and deliver (or, with respect to the Friga-Bohn Share held by John A. Janitz, to cause to be sold, transferred and delivered), the Friga-Bohn Shares on the Closing Date is subject to the satisfaction (or waiver by Buyer and Seller) as of the Closing of the following additional conditions:

(i) All the rights of stockholders of Friga-Bohn to purchase any of the Friga-Bohn Shares pursuant to Section 8(e) of the Agreement dated October 15, 1971, by and among Gulf and Western International N.V., Froid Recherches Industrielles Generales et Application, S.A. and the Stockholders named therein (the "Stockholders' Agreement") shall have expired without being exercised pursuant to the terms of the Stockholders' Agreement or shall have been waived by the holders of such rights.

(ii) The French governmental consent identified on Schedule 3(c) shall have been obtained.

(iii) Pursuant to the By-laws of Friga-Bohn, the board of directors or supervisory board of Friga-Bohn shall have granted its approval to the transfer of the Friga-Bohn Shares.

(iv) Seller shall have delivered to Buyer the documents listed below:

(A) If available, a certificate from the appropriate government authority, dated as close as

practicable to the Closing Date, as to the legal existence and good standing of Friga-Bohn under the laws of the jurisdiction of its incorporation; and

(B) An opinion of Cleary, Gottlieb, Steen & Hamilton, French counsel to Seller, substantially in the form of Exhibit A-3.

(v) No suit, action, investigation or other proceeding brought by any third party shall be pending before any court or governmental agency which seeks (or, in the case of an investigation, may lead to a suit, action or proceeding which seeks) to restrain, prohibit or obtain damages or other relief in connection with the purchase and sale of the Friga-Bohn Shares.

Buyer and Seller agree that the portion of the Purchase Price being paid for the Friga-Bohn Shares is $10,000,000 (the "Friga-Bohn Purchase Price"). If the conditions set forth in this paragraph (c) are not satisfied as of the Closing, then, notwithstanding Section 2(a) and any other provision of this Agreement to the contrary, (i) Buyer shall deliver a portion of the Closing Date Amount equal to the Friga-Bohn Purchase Price to a major commercial bank selected by Seller and Buyer to act as escrow agent (the "Stock Escrow Agent") under and pursuant to the terms of an

escrow agreement substantially in the form of Exhibit C (the "Stock Escrow Agreement"), for credit to such account as may be designated by the Stock Escrow Agreement (the remainder of the Closing Date Amount to be delivered to Seller in accordance with Section 2(a)), (ii) Seller shall deliver or cause to be delivered to the Stock Escrow Agent certificates representing the Friga-Bohn Shares (but shall deliver or cause to be delivered to Buyer the Bohn Shares and the Larkin Shares in accordance with Section 2(a)) and (iii) Seller shall deliver or cause to be delivered to the Stock Escrow Agent all dividends, royalties and other payments paid to the owner of the Friga-Bohn Shares during the period commencing on the Closing Date and ending upon the delivery of the Friga-Bohn Shares to Buyer or Seller, as the case may be, pursuant to this Section 2(c). If the conditions set forth in this paragraph (c) are satisfied at any time prior to the date that is 180 days after the Closing Date, the Stock Escrow Agent shall deliver to Seller such escrowed amount, together with interest earned thereon, and the Stock Escrow Agent shall deliver to Buyer certificates representing the Friga-Bohn Shares, duly endorsed in blank or accompanied by stock powers duly endorsed in blank, together with all dividends, royalties and other payments received by the Stock Escrow Agent in respect of the Friga-Bohn Shares, together with interest earned thereon. If the

conditions set forth in this paragraph (c) are not satisfied by the date that is 180 days after the Closing Date, then on such date (or on such earlier date as the stockholders referred to in clause (i) above elect to exercise their rights to purchase the Friga-Bohn Shares) (w) the Stock Escrow Agent shall deliver to Buyer such escrowed amount, together with interest earned thereon, (x) the Stock Escrow Agent shall deliver to Seller certificates representing the Friga-Bohn Shares, together with all dividends, royalties and other payments received by the Stock Escrow Agent in respect of the Friga-Bohn Shares, together with interest earned thereon, (y) the obligation of Seller to sell, transfer and deliver (or cause to be sold, transferred and delivered) to Buyer, and any obligation of Buyer to purchase, the Friga-Bohn Shares shall terminate and (z) Buyer shall have no rights with respect to the Friga-Bohn Shares other than as provided in clause (w) of this sentence. It is understood that the Closing Balance Sheet, the Closing Date Amount, Adjusted Company Parent Equity and the purchase price adjustment shall be as provided for in Section 2 whether or not the Friga-Bohn Shares are sold, transferred and delivered to Buyer.

4. Representations and Warranties of Seller. Subject to paragraph (w) of this Section 4, Seller hereby

represents and warrants to Buyer as follows in paragraphs (a) through (v):

(a) Authority. Each of Seller and BL Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite corporate power and authority to enter into this Agreement, and each of Seller and BL Parent has all requisite corporate power and authority to consummate the transactions contemplated hereby. All corporate acts required to be taken by Seller or BL Parent to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and properly taken. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Each other agreement or document to be executed by Seller, WPI, WMC or BL Parent in connection with the transactions contemplated hereby (including, without limitation, the documents executed in connection with contribution and assignment of the Contributed Assets to Bohn), when executed, will be duly executed and delivered by such party and will constitute a valid and legally binding obligation of such party, enforceable against such party in accordance with its terms. The execution and delivery by Seller of this Agreement do not,

the consummation by Seller, WPI, WMC and BL Parent of the transactions contemplated hereby (including the contribution and assignment by WPI and WMC of the Contributed Assets to Bohn) will not, (i) conflict with any provision of the Certificate of Incorporation or By-laws or other organizational documents of Seller, BL Parent, WPI, WMC, Bohn, Larkin or Friga-Bohn, (ii) violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller, BL Parent, Bohn, Larkin or Friga-Bohn, or (iii) require any consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "Governmental Entity"), other than (A) compliance with and filings under the HSR Act, (B) compliance with and filings under Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), if applicable, (C) the French governmental consent identified on Schedule 3(c), (D) possible renewals of Permits (as defined in Section 4(s)) and (E) compliance with and filings under the Federal Worker Adjustment and Retraining Notification Act (the "WARN Act") in connection with the closing of the facility at the Beardstown Premises.

(b) The Shares. Seller has good title to the Friga-Bohn Shares (other than the Friga-Bohn Share held by

John A. Janitz as to which he has good title) and BL Parent has good title to the Bohn Shares and the Larkin Shares, in each case free and clear of any claims, liens, encumbrances, charges, pledges or security interests whatsoever (collectively, "Liens"). At the Closing, good title to the Shares will pass to Buyer, free and clear of any Liens (other than any Liens that may attach by reason of actions of Buyer). Except as set forth on Schedule 4(b), the Shares are not subject to any contract, agreement, arrangement or commitment restricting or otherwise relating to the voting, dividend rights or disposition of the Shares.

(c) Organization of Bohn, Larkin and Friga-Bohn. Bohn is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; Larkin is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia; and Friga-Bohn is a corporation duly organized, validly existing and in good standing under the laws of France. Seller has delivered to Buyer true and complete copies of the Certificate of Incorporation and the By-laws of Bohn, the Articles of Incorporation and the By-laws of Larkin and the By-laws of Friga-Bohn, in each case as in effect on the date of this Agreement. Prior to the Closing, Seller shall deliver to Buyer copies of the stock records of each of Bohn and Larkin and copies of the minutes of all meetings of each of Bohn's

and Larkin's Board of Directors (including all committees thereof) and shareholders (and all consents in lieu of such meetings). Such records, minutes and consents accurately reflect the stock ownership of each such company and all actions taken by each such company's Board of Directors, any committee of such Board and the shareholders of such company.

(d) Capital Stock of Bohn, Larkin and Friga-Bohn. The authorized capital stock of each of Bohn and Larkin consists of 1,000 shares of Common Stock, par value $1.00 per share, of which 100 shares are outstanding and constitute all the Bohn Shares and the Larkin Shares, respectively. The authorized capital stock of Friga-Bohn consists of 59,000 shares of common stock, par value 100 francs per share, all of which are outstanding (and 29,500 of which shares are held by Seller and John A. Janitz and constitute all the Friga-Bohn Shares). The Shares were duly authorized and validly issued and are fully paid and nonassessable. BL Parent is the registered holder of the Bohn Shares and the Larkin Shares and Seller is the registered holder of the Friga-Bohn Shares (other than one Friga-Bohn Share, which is held by John A. Janitz). The Shares have not been issued in violation of, and, except as set forth in Schedule 4(d), are not subject to, any preemptive or subscription rights. There are no outstanding warrants,

options, agreements, convertible or exchangeable securities or other commitments pursuant to which Seller, BL Parent, Bohn, Larkin or Friga-Bohn is or may become obligated to issue or sell any shares of Bohn, Larkin or Friga-Bohn.

(e) Equity Interests. Except as set forth on Schedule 4(e), to the actual knowledge of Seller, no member of the Heat Transfer Group owns directly or indirectly, or has any obligation or commitment to purchase or otherwise acquire, any capital stock of or other equity interest in any corporation, partnership or other entity (the entities listed on Schedule 4(e) being hereinafter collectively referred to as the "owned entities"). The shares or other equity interests of the owned entities owned, directly or indirectly, by any member of the Heat Transfer Group have not been issued in violation of, and are not subject to, any preemptive or subscription rights and are owned free and clear of any Liens. There are no outstanding warrants, options, agreements, convertible or exchangeable securities or other commitments pursuant to which Seller, BL Parent, Bohn, Larkin, Friga-Bohn or any owned entity is or may become obligated to issue, sell, purchase or otherwise acquire any shares or other equity interests in any of the owned entities.

(f) Financial Statements. Schedule 4(f) sets forth the unaudited statement of assets, liabilities and

parent company equity of the Heat Transfer Group as of July 29, 1989 (the "July Consolidated Balance Sheet"), together with the notes to such financial statements (the July Consolidated Balance Sheet and such notes, collectively, the "Financial Statement"). The Financial Statement has been prepared from the books and records of the Heat Transfer Group in conformity with United States generally accepted accounting principles, except as described in Exhibit A to Schedule 4(f), consistently applied and fairly presents the financial condition of the Heat Transfer Group as at July 29, 1989.

(g) Undisclosed Liabilities. The Heat Transfer Group does not have any liabilities or obligations of a nature required by United States generally accepted accounting principles to be reflected on a balance sheet or in notes thereto, except (i) as set forth or reflected on the July Consolidated Balance Sheet (or described in the notes thereto), (ii) as disclosed in the Schedules hereto, (iii) for Taxes (as defined in Section 4(r)) against which Buyer will be indemnified and held harmless by Seller pursuant to Section 11(a) and (iv) for liabilities incurred in the ordinary course of business since the date of the July Consolidated Balance Sheet.

(h) Qualification, etc. To the actual knowledge of Seller, each of Bohn, Larkin and Friga-Bohn has full

corporate power and authority and possesses all material governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to use its corporate name and to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted. To the actual knowledge of Seller, each of Bohn, Larkin and Friga-Bohn is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership, leasing or holding of its properties makes such qualification necessary.

(i) Assets. To the actual knowledge of Seller, a member of the Heat Transfer Group has good and marketable title to or a valid leasehold interest in all assets reflected on the July Consolidated Balance Sheet, except those sold or otherwise disposed of since the date of the July Consolidated Balance Sheet for fair value, in each case free and clear of all Liens except (1) such as are disclosed on Schedule 4(i), 4(j)-(1) or 4(j)-(2) hereto and (2)(A) mechanics', carriers', workmen's, repairmen's or other like Liens arising or incurred in the ordinary course of business that (i) secure indebtedness that is not yet past due or (ii) are not, individually or in the aggregate, material in amount and secure indebtedness that is being contested in good faith by appropriate proceedings, (B) Liens for taxes, assessments and other governmental

charges that (i) are not yet due and payable, (ii) may thereafter be paid without penalty or (iii) are not, individually or in the aggregate, material in amount and are being contested in good faith by appropriate proceedings and (C) imperfections of title and other encumbrances that do not, individually or in the aggregate, materially impair the use of the assets to which they relate in the business of the Heat Transfer Group as presently conducted (the Liens described in clauses (1) and (2) above are hereinafter referred to collectively as "Permitted Liens"). This paragraph (i) does not relate to real property or interests in real property (except that the defined term "Permitted Liens" shall be applicable to paragraph (j) of this Section 4 to the extent provided therein), such items being the subject of paragraph (j) of this Section 4.

(j) Title to Real Property. Schedule 4(j)-(1) sets forth a list of all real property and interests in real property owned in fee by any member of the Heat Transfer Group (the "Property"). Schedule 4(j)-(2) sets forth a list of all real property and interests in real property leased by any member of the Heat Transfer Group (the "Leased Property"). To the actual knowledge of Seller, each member of the Heat Transfer Group has (i) good and marketable fee title to the Property shown on Schedule 4(j)-(1) to be owned by it and (ii) a valid and enforceable leasehold interest in

all Leased Property shown on Schedule 4(j)-(2) to be leased by it, in each case free and clear of all Liens, except (A) Permitted Liens, (B) easements, covenants, rights-of-way and other encumbrances or restrictions of record none of which materially impairs the use of the Property or Leased Property to which it relates in the business of the Heat Transfer Group as presently conducted, (C) zoning, building and other similar restrictions that have not been violated, (D) Liens that have been placed by a developer, landlord or other third party on such Leased Property and are (I) except as provided in the lease for such Leased Property or by law, subordinate to the leasehold estate held by the member of the Heat Transfer Group or (II) subject to a nondisturbance agreement between the holder of such Liens and the applicable members of the Heat Transfer Group, (E) unrecorded easements, covenants, rights-of-way or other restrictions, none of which unrecorded items materially impairs the use of the Property or Leased Property to which it relates in the business of the Heat Transfer Group as presently conducted and (F) such facts as an accurate survey or personal inspection may reveal provided that such facts do not materially impair the use of the property to which they relate in the business of the Heat Transfer Group as presently conducted (the exceptions described in clauses (A) through (F) above being herein referred to collectively

as "Permitted Restrictions". To the actual knowledge of Seller, no member of the Heat Transfer Group has executed or granted any modifications or extensions whatsoever of the leases of the Leased Property, except as disclosed on Schedule 4(j)-(2); to the actual knowledge of Seller, there are no monetary or other material defaults now existing under any of the leases of the Leased Property and no event has occurred and no condition exists which with the passage of time or the giving of notice or both would constitute such a monetary or other material default; and, to the actual knowledge of Seller, no member of the Heat Transfer Group has any obligation under the Leased Property to repair or restore the demised premises at a cost currently estimated to exceed $100,000 in the aggregate. The Property and Leased Property and the Excluded Assets constitute all of the real property interests owned or used by the members of the Heat Transfer Group in the operation of their businesses as presently conducted.

(k) Patents and Trademarks. Schedule 4(k) sets forth a list of all patents, registered trademarks and copyrights and all registrations and applications therefor and rights with respect thereto (collectively "Intellectual Property") owned by or used by any member of the Heat Transfer Group, which constitute all Intellectual Property necessary for the business of the Heat Transfer Group as

presently conducted. Except as disclosed on Schedule 4(k), to the actual knowledge of Seller, after the contribution and assignment of the Contributed Assets, each member of the Heat Transfer Group will have good title to or be validly licensed to use, without payment to any other party, all such Intellectual Property, and, to the actual knowledge of Seller, no member of the Heat Transfer Group has received any notice or claim that it is infringing on any Intellectual Property of any other party.

(l) Contracts. Except for agreements, contracts, leases, licenses and instruments listed on Schedule 4(l) or the other Schedules hereto, or between or among members of the Heat Transfer Group (except for contracts between Friga-Bohn and any other member of the Heat Transfer Group), none of Bohn, Larkin or Friga-Bohn is, as of the date of this Agreement, a party to or bound by any:

(1) agreement or contract involving more than $100,000 not made in the ordinary course of business unless terminable by it with payment or penalty of less than $10,000 upon no more than 30 days' notice;

(2) employment, consulting, severance or termination agreement or contract unless terminable by it with payment or penalty of less than $10,000 upon no more than 30 days' notice;

(3) employee collective bargaining agreement or other contract with any labor union;

(4) agreement or contract with Seller or any affiliate, stockholder or subsidiary of Seller (other than any member of the Heat Transfer Group) or any officer or director of Seller or any affiliate, stockholder or subsidiary of Seller;

(5) lease or similar agreement under which it is a lessor or sublessor of, or makes available for use by any third party, any real property owned, leased or otherwise occupied by it;

(6) (A) lease or similar agreement under which (i) it is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by a third party and involving payment by it of more than $100,000 unless terminable by it with payment or penalty of less than $10,000 upon no more than 30 days' notice or (ii) it is a lessor or sublessor of, or makes available for use by any third party, any tangible personal property owned or leased by it and having a fair market value in excess of $100,000, (B) continuing contract for the future purchase of materials, supplies or equipment involving payment by it of more than $100,000 unless terminable by it with payment or penalty of less than $10,000 upon no more than 30 days'

notice, or (C) advertising agreement or arrangement involving payment by it of more than $100,000 unless terminable by it with payment or penalty of less than $10,000 upon no more than 30 days' notice;

(7) agreement or contract under which it has borrowed or loaned any money or issued any note, bond, indenture or other evidence of indebtedness or directly or indirectly guaranteed indebtedness, liabilities or obligations of others (other than endorsements for the purpose of collection in the ordinary course of business);

(8) mortgage, pledge, security agreement, deed of trust or other document granting a Lien (including Liens upon properties acquired under conditional sales, capital leases or other title retention or security devices) other than a Permitted Restriction;

(9) bonus or deferred compensation, pension, profit sharing, retirement, health, life insurance, accident or other employee or retiree benefit plan or arrangement;

(10) agreement relating to the release or disposal of hazardous substances and/or solid wastes (as such terms are defined in Section 4(t));

(11) agreement in the nature of a settlement or conciliation for more than $100,000 arising out of any claim asserted by any third party; or

(12) any other agreement or legally binding commitment other than those described above, which involves payment of more than $100,000 unless terminable with payment or penalty of less than $10,000 upon no more than 30 days' notice.

To the actual knowledge of Seller, each agreement, contract, lease, license or instrument listed on Schedule 4(l) or the other Schedules hereto (collectively, the "Contracts") is in full force and effect, except as disclosed on Schedule 4(l) or the other Schedules hereto (and except as qualified by the last sentence of this paragraph (l)). To the actual knowledge of Seller, each member of the Heat Transfer Group and each other party to the Contracts has performed all material obligations required to be performed by it to date under the Contracts and is not (with or without the lapse of time or the giving of notice or both) in breach or default in any material respect thereunder, except as disclosed on Schedule 4(l) or the other Schedules hereto (and except as qualified by the last sentence of this paragraph (l)). Notwithstanding the foregoing, in connection with the transactions contemplated by this Agreement certain consents

may have been or may be required from parties to the Contracts and such consents have not been obtained.

(m) Litigation; Decrees. Schedule 4(m) identifies each lawsuit, proceeding or investigation pending or, to the actual knowledge of Seller, threatened, as of the date of this Agreement, against any member of the Heat Transfer Group or any of its properties, assets, operations or businesses that seeks (i) more than $100,000 in damages or liability in any one case or more than $500,000 in damages or liability in the aggregate, (ii) any injunctive relief or (iii) to enjoin the transactions contemplated by this Agreement. Schedule 4(m) identifies each judgment, order or decree of any Governmental Entity specifically applicable to any member of the Heat Transfer Group. No member of the Heat Transfer Group is in default under any judgment, order or decree of any Governmental Entity applicable to it.

(n) Insurance. Seller and its subsidiaries, including members of the Heat Transfer Group, maintain the policies of fire and casualty, liability and other forms of insurance for the business and assets of the Heat Transfer Group set forth on Schedule 4(n). To the actual knowledge of Seller, proper notice has been given to the appropriate carriers of all pending claims covered by such insurance.

(o) Employee and Related Matters; ERISA.

(i) Schedule 4(o)(i) lists each "employee pension benefit plan", as such term is defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and each "employee welfare benefit plan", as such term is defined in Section 3(1) of ERISA, that provides benefits for employees, former employees or retirees of the Heat Transfer Group (other than employees, former employees or retirees of Friga-Bohn) or any member thereof and that is maintained or administered by Seller or any ERISA Affiliate (as defined below) or to which Seller or any ERISA Affiliate contributes or is obligated or required to contribute (collectively, the "Plans"). Seller has provided Buyer with copies of all Plans and summary plan descriptions thereof, together with (y) the most recent annual report (Form 5500 series, including all schedules and attachments thereto) filed with the Internal Revenue Service with respect to each Plan and (z) the most recent actuarial valuation report prepared with respect to each Plan. For purposes of this Agreement, an "ERISA Affiliate" means any corporation or trade or business (whether or not incorporated) that would be treated as a member of the controlled group of Seller, Bohn or Larkin under Section 4001(a)(14) of ERISA.

(ii) Each Plan intended to be qualified under Section 401(a) of the Code, and the trust or annuity contract (if any) forming a part thereof, has received a favorable determination letter from the Internal Revenue Service as to its qualification under the Code and to the effect that each such trust or annuity contract is exempt from taxation under Section 501(a) of the Code, and nothing has occurred since the date of such determination letter that would adversely affect such qualification or such tax-exempt status.

(iii) Neither Seller nor any ERISA Affiliate would be liable for any material amount pursuant to Section 4062, 4063, 4064 or Subtitle E of Title IV of ERISA if any plan that is subject to Title IV of ERISA (a "Title IV Plan") were to terminate or if Seller or any ERISA Affiliate were to withdraw therefrom. Neither Seller nor any ERISA Affiliate has been involved in any transaction that would cause Seller or an ERISA Affiliate to be subject to liability with respect to a Title IV Plan under Section 4069 of ERISA. Neither Seller nor any ERISA Affiliate has incurred or reasonably expects to incur as a result of the transactions contemplated by this Agreement any material liability under Title IV of ERISA that has not been fully satisfied prior to the Closing Date or that could become or remain a liability of any ERISA Affiliate or Buyer after the

Closing Date, other than liability for premiums due the Pension Benefit Guaranty Corporation (the "PBGC"), which payments have been or will be made when due. The PBGC has not instituted proceedings to terminate any Title IV Plan, nor has it notified Seller or any ERISA Affiliate, either formally or informally, of its intention to institute any such proceedings. Neither Seller nor any ERISA Affiliate expects to institute any proceeding to terminate any Title IV Plan prior to the Closing Date. Except as reflected on Schedule 4(o)(iii), all contributions required to be made to or with respect to any Plan have been made on or before their due dates and there are no "accumulated funding deficiencies", as defined in Section 412 of the Code (whether or not waived), with respect to any employee pension benefit plan (as defined above) maintained by Seller or any ERISA Affiliate. None of Seller or any ERISA Affiliate, nor any of the Plans or any trust created thereunder, nor, to the actual knowledge of Seller, any trustee, administrator or other fiduciary thereof, has engaged in a transaction in connection with which Seller or any ERISA Affiliate, any of the Plans or, to the actual knowledge of Seller, any such trustee, administrator or other fiduciary could be subject to either a material civil penalty assessed pursuant to Section 502(i) of ERISA or a material tax imposed pursuant to Section 4975 of the Code.

Each of the Plans has been operated and administered in all material respects in accordance with applicable laws, including but not limited to ERISA. There are no material pending or, to the actual knowledge of Seller, threatened claims by or on behalf of any of the Plans, by any employee or beneficiary covered under any such Plan, by an employer participating therein, or otherwise involving any such Plan and, to the actual knowledge of Seller, there is no basis for any such claim (other than routine claims for benefits). Neither Seller nor any ERISA Affiliate is subject to any excise tax imposed under Section 4971 of the Code or, with respect to any of the Plans, an excise tax under Section 4972 of the Code. None of the assets of Seller or any ERISA Affiliate is the subject of any lien arising under Section 412(n) of the Code or Section 302(f) of ERISA. Neither Seller nor any ERISA Affiliate is required to provide security under Section 401(a)(29) of the Code or Section 307 of ERISA with respect to any Plan. None of the Plans is a "multiemployer plan", as such term is defined in Section 3(37) of ERISA.

(iv) With respect to each employee pension and other benefit plan or program covering employees, former employees or retirees of Friga-Bohn as listed on Schedule 4(o)(iv) ("Foreign Plan"), any employer and employee, former employee and retiree contributions required by law or

by the terms of any Foreign Plan have been made, or, if applicable, accrued in accordance with normal accounting practices, and there are no actions, suits or claims pending or, to the actual knowledge of Seller, threatened in respect of any Foreign Plan (other than routine claims for benefits) and, to the actual knowledge of Seller, there is no basis for any such action, suit or claim. To the actual knowledge of Seller, all Foreign Plans have been maintained and administered in compliance with their terms and applicable law.

(v) There has been no amendment to, written interpretation or announcement (whether or not written) by the Seller or any ERISA Affiliate relating to, or change in employee, former employee or retiree participation or coverage under, any Plan or Foreign Plan which would increase the expense of maintaining such Plan or Foreign Plan above the level of the expense incurred in respect thereto for the fiscal year ended December 31, 1988, except as required by law.

(vi) Schedule 4(o)(vi) separately lists (with respect to each Plan) all employees, former employees and retirees of the Heat Transfer Group who are or may in the future become entitled to any benefit under the Plans, by name of individual, date of birth and date of hire; and, with respect to such employees, Schedule 4(o)(vi) also

indicates their position, employer (and division) and gross compensation (prior to reduction for contributions to any Plan and including any form of deferred compensation) on an hourly or semimonthly basis for the month of August.

(p) Absence of Changes or Events. Except as disclosed in Schedule 4(p) or Schedule 5(c), to the actual knowledge of Seller, since the date of the July Consolidated Balance Sheet (i) the business of the Heat Transfer Group has been conducted in the ordinary course consistent with past practice, and (ii) there has not been any material adverse change in the business, assets, financial condition or results of operations of the Heat Transfer Group, other than changes relating to the economy in general or the Heat Transfer Group's industry in general.

(q) Compliance with Applicable Laws. Except as set forth on Schedule 4(q), to the actual knowledge of Seller, the Heat Transfer Group has conducted and is presently conducting and operating its business and assets in compliance with applicable statutes, laws, ordinances, rules and regulations of all Governmental Entities, except where noncompliance would not have an adverse effect on the business, assets, financial condition or results of operations of the Heat Transfer Group, and, to the actual knowledge of Seller, neither Seller nor any member of the Heat

Transfer Group has received a notice claiming the foregoing is not true.

(r) Taxes. (i) For purposes of this Agreement, (w) "Tax" or "Taxes" shall mean all United States Federal, state and local income taxes, charges, fees, levies and assessments, including all interest, penalties and additions imposed with respect to such amounts; (x) "Other Taxes" shall mean all taxes, charges, fees, levies, assessments and other charges whatsoever, including all interest, penalties and additions imposed with respect to such amounts, except for Taxes; (y) "Pre-Closing Tax Period" shall mean all taxable periods ending on or before the Closing Date and the portion ending on the Closing Date of any taxable period that includes (but does not end on) such day; and (z) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(ii) Bohn, Larkin and any affiliated group, within the meaning of Section 1504 of the Code, of which Bohn or Larkin is or has been a member have filed or caused to be filed in a timely manner (within any applicable extension periods) all Tax returns, reports and forms required to be filed by the Code or by applicable state and local tax laws; all Taxes shown to be due on such returns, reports and forms have been or will be timely paid in full; no tax liens have been filed and no material claims are being asserted in writing with respect to any Taxes payable by Seller's

affiliated group or by Bohn or Larkin except as set forth on Schedule 4(r); and, except as set forth on Schedule 4(r), neither Bohn, Larkin nor any affiliated group of which Bohn or Larkin is or has been a member has consented to extend the statute of limitations with respect to Taxes for any Pre-Closing Tax Period. Neither Seller nor BL Parent is a "foreign person" within the meaning of Section 1445 of the Code.

(iii) To the actual knowledge of Seller, each member of the Heat Transfer Group and any affiliated group, within the meaning of Section 1504 of the Code, of which Bohn or Larkin is or has been a member, has filed or caused to be filed in a timely manner (within any applicable extension periods) all Other Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign tax laws; to the actual knowledge of Seller, all Other Taxes shown to be due on such returns, reports and forms have been or will be timely paid in full; and, to the actual knowledge of Seller, no tax liens have been filed and no material claims are being asserted in writing with respect to any Other Taxes payable by any member of the Heat Transfer Group except as set forth on Schedule 4(r).

(iv) None of Seller, any member of the Heat Transfer Group or an affiliate thereof has filed a consent

pursuant to Section 341(f) of the Code with respect to Seller or any member of the Heat Transfer Group, or agreed to have Section 341(f)(2) of the Code apply to any disposition of a Subsection (f) asset (as such term is defined in Section 341(f) of the Code) owned by Seller or any member of the Heat Transfer Group.

(v) Subsequent to the Closing Date no member of the Heat Transfer Group is or will be a party to or have any liabilities or obligations under any agreement providing for the allocation, sharing or indemnification of Taxes or Other Taxes with Seller, BL Parent or any other affiliate of Seller other than pursuant to this Agreement.

(vi) Neither Seller nor any member of the Heat Transfer Group is required to include in income any adjustment pursuant to Section 481(a) of the Code by reason of a voluntary change in accounting method initiated by Seller, a member of the Heat Transfer Group or any affiliated group or as a result of the Tax Reform Act of 1986.

(vii) No property of the Heat Transfer Group is property that Seller, a member of the Heat Transfer Group or any affiliate thereof is or will be required to treat as being owned by another person pursuant to Section 168(f)(i) of the Code (prior to its amendment by the Tax Reform Act of 1986) or is "tax-exempt use property" within the meaning of Section 168(h) of the Code.

(s) Licenses, Permits, etc. Set forth on Schedule 4(s) is a list of all material licenses, permits, franchises, approvals and other authorizations ("Permits") obtained from or issued by any Governmental Entity necessary for the conduct of the business of the Heat Transfer Group as currently conducted. To the actual knowledge of Seller, (i) each of such Permits is in full force and effect, (ii) the appropriate member of the Heat Transfer Group is in compliance therewith and (iii) no event has occurred (other than the transactions contemplated by this Agreement) which permits, or with or without the giving of notice or the passage of time or both would permit, the revocation or termination of any thereof.

(t) Environmental Matters. Except as set forth on Schedule 4(t), to the actual knowledge of Seller, each member of the Heat Transfer Group (i) has all necessary permits for releases to the environment occurring in the operation of its assets in the ordinary course of business, and each of those permits authorizes releases of the type and the quantity resulting from operating the assets currently in place at full capacity; (ii) is conducting its current operations in compliance with applicable environmental laws and regulations; (iii) is not involved in any existing or pending proceeding, and has not received notice of any threatened proceeding or possible joinder or

substitution as a party in any existing or pending proceeding, by any Governmental Entity relating to or involving in any way any alleged noncompliance with applicable environmental laws and regulations; (iv) has not received notice of any remedial obligations under any applicable environmental laws or regulations, including without limitation the Comprehensive Environmental Response and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended as of the date hereof), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980 and the Hazardous and Solid Waste Amendments of 1984 (as amended as of the date hereof, "RCRA") or applicable Illinois or Georgia statutes and regulations; (v) is not involved in any existing or pending proceeding, and has not received notice of any threatened proceeding or possible joinder or substitution as a party in any existing or pending proceeding, by any Governmental Entity seeking to impose a remedial obligation on a member of the Heat Transfer Group or to recover the costs of undertaking a remedy; (vi) has not had hazardous substances or solid waste disposed of on or otherwise released on the assets of such member of the Heat Transfer Group requiring a report of such release or disposal, a permit to authorize the disposal, or a

remediation involving the release or disposal (the terms "hazardous substance" and "release" as used in this section shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" or "disposed" shall have the meanings specified in RCRA); (vii) has filed all reports required to be submitted to local, state and Federal authorities with respect to (y) the use and release of highly hazardous substances, hazardous chemicals and toxic chemicals as defined in title III of CERCLA and (z) the release of hazardous substances under CERCLA, and the information contained in such reports is true and correct; (viii) does not own assets containing friable asbestos or any substance containing asbestos deemed hazardous by applicable environmental laws and regulations or any assets containing any polychlorinated biphenyls; and (ix) does not maintain and has not maintained any underground storage tanks at facilities it operates.

(u) Assets Necessary to Business. Except for insurance policies held by Seller and its subsidiaries other than members of the Heat Transfer Group and except as referred to in the notes included in the Financial Statements, the members of the Heat Transfer Group at the time of the Closing will collectively own or lease, directly or indirectly, all the assets and properties that are

reasonably necessary to carry on the business and operations of the Heat Transfer Group as presently conducted.

(v) Representations and Warranties on Closing Date. The representations and warranties made in this Section 4 will be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, except that any such representations and warranties which expressly relate to an earlier date shall be true and correct on the Closing Date only as of such earlier date.

(w) Seller's Knowledge. The representations and warranties made in this Section 4 "to the actual knowledge of Seller" shall be deemed for all purposes to be made only to the actual knowledge of Seller's management, which does not include any member of management of any subsidiary of Seller (including, without limitation, any member of management of WMC, WPI, BL Parent and any member of the Heat Transfer Group), after due inquiry by Seller's management of Donald R. Forshee, Hugh Dickison, Chuck Dawson and Dale Huffman. Buyer understands that Seller has not had any active involvement in the business or operations of the Heat Transfer Group, has not made any independent investigation of the matters represented and warranted by Seller herein (but has made inquiry of the four individuals named above) and has not reviewed any files of the Heat Transfer Group to

determine whether information exists relative thereto (but has permitted Buyer and its representatives, employees, counsel and accountants to have access to such files). Buyer acknowledges that Seller shall not have any liability based on any representation or warranty made herein "to the actual knowledge of Seller" unless Seller's management either (x) had actual knowledge as of the date hereof or the Closing Date that such representation or warranty was not true and correct or (y) would have had such actual knowledge if it had duly inquired of Donald R. Forshee, Hugh Dickison, Chuck Dawson and Dale Huffman as to whether such representation and warranty was true and correct as of the date hereof or as of the Closing Date.

5. Covenants of Seller. Subject to paragraph (h) of this Section 5, Seller hereby covenants and agrees as follows in paragraphs (a) through (g):

(a) Access. Prior to the Closing, Seller shall, and shall cause BL Parent and the Heat Transfer Group to, give Buyer and its representatives, employees, counsel and accountants access to the properties, books and records of the Heat Transfer Group, including work papers and other materials prepared by its independent public accountants, as reasonably requested by Buyer, and shall permit Buyer and its representatives to discuss all such matters with officers, employees, advisors and representatives of the Heat

Transfer Group. In addition, Buyer shall have access to the equipment and property of the Heat Transfer Group located at the Beardstown Premises (including the plans and specifications therefor) for the limited purpose of obtaining such information as may be reasonably necessary to prepare for the installation of such equipment and property at other facilities owned by Seller.

(b) Antitrust Notification, etc. Seller shall use its best efforts to obtain any material consent, approval, order or authorization of, and to perform any material registration, declaration or filing with, any Governmental Entity required for the purchase and sale of the Shares. Without limiting the generality of the foregoing, Seller shall promptly file with the United States Federal Trade Commission and the United States Department of Justice the notification and report form, if any, required for the transactions contemplated hereby and any supplemental information requested in connection therewith pursuant to the HSR Act. Any such notification and report form and supplemental information shall be in substantial compliance with the requirements of the HSR Act.

(c) Ordinary Conduct. From the date hereof to the Closing, except as disclosed in Schedule 5(c), Seller shall cause the business of the Heat Transfer Group to be conducted in the ordinary course in substantially the same

manner as presently conducted and shall make reasonable efforts to preserve the Heat Transfer Group's relationships with its customers, suppliers and others with whom the Heat Transfer Group deals. In addition, Seller shall not permit, and in the case of Bohn and Larkin shall cause BL Parent not to permit, any of Bohn, Larkin or Friga-Bohn to do any of the following without the prior consent of Buyer:

(i) amend its Certificate of Incorporation, By-laws or other organizational documents;

(ii) redeem or otherwise acquire any shares of its capital stock or issue any capital stock or any option, warrant or right relating thereto;

(iii) grant to any officer, director or employee any increase in compensation or in severance or termination pay, or enter into any employment agreement with any officer, director or employee, except (A) as may be required under employment or termination agreements in effect on the date hereof, (B) in the case of employees, in the ordinary course of business consistent with past practice and (C) in connection with the closure of the facility at the Beardstown Premises;

(iv) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any

business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets which individually cost in excess of $25,000; or

(v) sell, lease or otherwise dispose of, or agree to sell, lease or otherwise dispose of, any of its assets, except for sales from inventory in the ordinary course of business consistent with past practice.

(d) Confidentiality. Seller shall keep confidential and cause its subsidiaries and instruct its advisors to keep confidential all nonpublic information relating to the Heat Transfer Group and its business, except as required by law or administrative process and except for information which becomes public other than as a result of a breach of this Section 5(d).

(e) Insurance. Seller shall keep, or cause to be kept, all insurance policies set forth on Schedule 4(n) in full force and effect through the close of business on the Closing Date.

(f) Releases of Liens and Guarantees. Seller shall obtain, prior to the Closing, the release of all Liens described in Schedule 4(i) and of any guarantees by any member of the Heat Transfer Group that guarantee indebtedness of Seller or any of its subsidiaries other than any member of the Heat Transfer Group, and, in the case of such

Liens, properly record such releases in appropriate jurisdictions and provide to Buyer evidence reasonably satisfactory to Buyer that such Liens have been released and recorded and that such guarantees have been released.

(g) Plan Information and Cooperation. Seller shall provide Buyer with all documentation and information reasonably requested by Buyer with respect to the administration of the Plans, and Seller shall cooperate with Buyer in the adoption of all necessary amendments to the Plans and their related trusts and in satisfying all Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation and other reporting and disclosure requirements relating to the Plans and the transactions contemplated by this Agreement.

(h) Limited Control of Friga-Bohn. The covenants and agreements made in this Section 5 by Seller with respect to Friga-Bohn shall be binding on Seller only to the extent that Seller controls Friga-Bohn under applicable law or the provisions of the Stockholders' Agreement.

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. Buyer has all requisite corporate power and authority to enter into this

Agreement and to consummate the transactions contemplated hereby. All corporate acts required to be taken by Buyer to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and properly taken. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. The execution and delivery by Buyer of this Agreement do not, and the consummation by Buyer of the transactions contemplated hereby will not, (i) conflict with any provision of the charter or By-laws or other organizational documents of Buyer, (ii) violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer, except where such violation would not have a material adverse effect on the consummation of the transactions contemplated by this Agreement or on Seller or BL Parent, or (iii) require any material consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity, other than (A) compliance with and filings under the HSR Act, (B) compliance with and filings under Section 13(a) or 15(d), as the case may be, of the Exchange Act, if applicable, (C) the French governmental consent identified on Schedule 3(c), (D) possible renewals of Permits and (E) compliance with and filings under the

WARN Act in connection with the closing of the facility at the Beardstown Premises.

(b) Securities Act. The Shares purchased by Buyer pursuant to this Agreement are being acquired for investment only and not with a view to any public distribution thereof, and Buyer will not offer to sell or otherwise dispose of the Shares so acquired by it in violation of any of the registration requirements of the United States Securities Act of 1933, as amended, or any foreign, state or local securities laws.

(c) Financing. Buyer has cash on hand and funds available, subject to certain conditions, under definitive financing agreements sufficient to satisfy all its obligations under this Agreement. Buyer does not know of any event or occurrence as a result of which any of the conditions to the availability of such funds would not be satisfied.

7. Covenants of Buyer. Subject to paragraph (g) of this Section 7, Buyer hereby covenants and agrees as follows in paragraphs (a) through (f):

(a) Confidentiality. Buyer acknowledges that the information being provided to it by Seller is subject to the terms of a confidentiality agreement between Buyer and Wasserstein Perella & Co., Inc., on behalf of Seller (the "Confidentiality Agreement"), the terms of which are

incorporated herein by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate. Seller agrees that prior to the Closing Buyer may disclose to third parties information covered by the Confidentiality Agreement related to the air conditioning business and related assets located at the Beardstown and Danville facilities for the limited purpose of the possible sale of such business to such parties; provided, however, as a condition precedent to such right to disclose, Buyer shall obtain a confidentiality agreement (under which Seller shall be a beneficiary), from any such third parties.

(b) Antitrust Notification, etc. Buyer shall use its best efforts to obtain any material consent, approval, order or authorization of, and to perform any material registration, declaration or filing with, any Governmental Entity required for the purchase and sale of the Shares. Without limiting the generality of the foregoing, Buyer shall promptly file with the United States Federal Trade Commission and the United States Department of Justice the notification and report form, if any, required for the transactions contemplated hereby and any supplemental information requested in connection therewith pursuant to the HSR Act. Any such notification and report form and supplemental information shall be in substantial compliance with the requirements of the HSR Act.

(c) Employees. (i) Buyer shall bear full responsibility if the purchase and sale of the Shares, the other transactions contemplated by this Agreement or the termination of employment of any employee or officer give rise to any employee or officer being entitled to severance or other benefits; provided, however, that Seller shall retain responsibility for any Excluded Liabilities.

(ii) Buyer agrees that, under any pension or other qualified plan made available or established after the Closing, employees of the Heat Transfer Group shall receive credit for their years of service with the Heat Transfer Group in determining eligibility and vesting thereunder.

(iii) Effective as of the Closing Date, Buyer shall assume and be solely responsible for short-term and long-term disability benefits and retiree health and life insurance benefits to be provided to disabled employees and retirees of the Heat Transfer Group, including any claims for such benefits incurred prior to the Closing Date. For purposes of this paragraph (c)(iii), a claim will include any covered expenses for any related claim or series of related claims. Buyer shall also assume the administrative responsibilities and costs attendant thereto, except any Excluded Liabilities, involved in providing, following the Closing Date, continuation of medical coverage required under Section 4980B of the Code with respect to the former

employees of the Heat Transfer Group or their "qualified beneficiaries", as defined in Section 4980B(g)(1) of the Code, who currently or prospectively may be entitled thereto.

(iv) Seller shall, or shall cause WMC or WPI to, send notice of the closure of the facility at the Beardstown Premises pursuant to the WARN Act on September 25, 1989. To the extent required by the National Labor Relations Act, Seller shall, or shall cause WMC or WPI to, bargain with Local #760, U.A.W. over the effects of the closure on employees represented by Local #760 U.A.W. Seller shall be solely responsible for any WARN Act liabilities relating to the closure of the Beardstown Premises attributable to the period prior to October 27, 1989. On the Closing Date Buyer shall reimburse Seller for fifty percent (50%) of any such WARN Act liabilities attributable to the period from (and including) October 27, 1989 to the Closing Date. In addition, should any of the Beardstown Hourly Employees be employed at the Beardstown Premises during the period (or any part of the period) from (and including) October 27, 1989 to the Closing Date, on the Closing Date Buyer shall reimburse Seller for fifty percent (50%) of the wages and other benefits paid to such Beardstown Hourly Employees in respect of their employment during such period.

(vi) Buyer shall reimburse Seller for the first $1,000,000 in the aggregate paid by Seller, WMC or WPI in respect of the obligations and liabilities described in Section 1(e)(ii), promptly after receiving notice that any such payments have been made.

(d) Ordinary Conduct on Closing Date. On the Closing Date only (but not after), Buyer shall cause the Heat Transfer Group to conduct the business of the Heat Transfer Group in the ordinary course in substantially the same manner as presently conducted and shall not permit the Heat Transfer Group to effect any extraordinary transactions that could result in Tax or Other Tax liability to the Heat Transfer Group in excess of customary Tax or Other Tax liability associated with the conduct of the business in the ordinary course.

(e) Financial Information. Buyer shall provide to Seller access to financial information with respect to the Heat Transfer Group for the portion of the current fiscal year during which the Heat Transfer Group was owned by Seller in accordance with past practice as may be reasonably required to allow Seller to comply with financial reporting and accounting requirements.

(f) Insurance. Prior to the Closing, Buyer shall secure insurance with respect to the Heat Transfer Group providing coverage from the Closing Date to replace the

policies listed in Schedule 4(n) in which Seller or a subsidiary of Seller other than a member of the Heat Transfer Group is the named insured. Buyer shall cause Seller to be named for a period of five years after the Closing Date as an additional insured under the product liability insurance obtained for the Heat Transfer Group from the Closing Date. Buyer shall reimburse or cause the Heat Transfer Group to reimburse Seller, promptly after receipt from the Seller of a bill therefor (but not more frequently than quarterly), for all payments made by Seller in respect of the deductibles and administrative charges (whether incurred on a per claim, per occurrence or settlement basis) under insurance policies covering claims relating to the period on or prior to the Closing Date and arising out of the business or operations of the Heat Transfer Group; provided, however, that Seller shall not after the Closing Date exercise any right under its insurance policies to settle, compromise or dischange any such covered claims without the prior written consent of Buyer, which shall not be unreasonably withheld.

(g) Limited Control of Friga-Bohn. The covenants and agreements made in this Section 7 by Buyer with respect to Friga-Bohn shall be binding on Buyer only to the extent that Buyer controls Friga-Bohn under applicable law or the provisions of the Stockholders' Agreement.

8. Mutual Covenants. Each of Seller and Buyer hereby covenants and agrees as follows:

(a) Consents. Buyer recognizes that certain consents to the transactions contemplated by this Agreement may have been or may be required from parties to agreements, contracts, leases, licenses and instruments with the Heat Transfer Group. Each of Seller and Buyer agrees to use its best efforts, and to cooperate with each other, to obtain prior to the Closing all consents that may be required to the transactions contemplated by this Agreement (including, without limitation, all consents that may be required to release Seller, WPI, BL Parent, WMC or any affiliate of Seller (other than Bohn, Larkin or Friga-Bohn) from any guarantee or assurance of performance with respect to any obligation or liability of the Heat Transfer Group after the Closing Date); provided, however, that, subject to Section 3(a)(vi), neither party nor any member of the Heat Transfer Group shall be required to pay or commit to pay any amount to (or incur or commit to incur any obligation inuring to the benefit of) a person from whom a consent may be required or otherwise to enter into or modify any agreement with such person that involves any cost or obligation, except that Buyer shall be required to provide any guarantee or assurance of performance that will release Seller, WPI, BL Parent, WMC or any affiliate of Seller (other than Bohn,

Larkin or Friga-Bohn) from a guarantee or assurance of performance identified on Schedule 8(a) with respect to any obligation or liability of the Heat Transfer Group after the Closing Date. Buyer agrees that Seller shall not have any liability whatsoever arising out of or relating to the failure to obtain any consents that may have been or may be required in connection with the transactions contemplated by this Agreement or because of a breach of, default under or termination of any agreement, contract, lease, license or instrument as a result thereof. Buyer further agrees that no representation or warranty of Seller contained herein shall be breached or deemed breached as a result of (i) the failure to obtain any consent or as a result of any such breach, default or termination or (ii) any lawsuit, action, claim, proceeding or investigation commenced or threatened by or on behalf of any persons arising out of or relating to the failure to obtain any consent or any such breach, default or termination.

(b) Cooperation. Buyer and Seller shall cooperate with each other and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other for a period of 30 days after the Closing to ensure the orderly transition of the Heat Transfer Group from Seller to Buyer and to minimize any disruption to the respective businesses of Seller and Buyer that might result

from the transactions contemplated hereby. Each party shall reimburse the other for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this Section 8(b). Neither party shall be required by this Section 8(b) to take any action that would unreasonably interfere with the conduct of its business.

(c) Records. (i) On the Closing Date Seller shall deliver or cause to be delivered to Buyer all original agreements, documents, books, records and files (including computer software other than the Micro Control software (consolidation) and Reflection software (financial communication)) in the possession of Seller or its subsidiaries relating to the business and operations of the Heat Transfer Group (collectively, "Records") to the extent not then in the possession of the Heat Transfer Group, subject to the following exceptions:

(x) Seller may retain Records that contain only incidental information relating to the Heat Transfer Group or primarily relate to subsidiaries or divisions of Seller other than the members of the Heat Transfer Group, and Seller shall provide copies of the relevant portions of such Records to Buyer;

(y) Seller may retain all Records prepared in connection with the sale of the Shares, including bids

received from other parties and analyses relating to the Heat Transfer Group; and

(z) Seller may retain any Tax returns, reports or forms, and Buyer shall be provided with copies of such returns, reports or forms only to the extent that they relate to the separate returns or separate Tax liability of Bohn or Larkin.

(ii) After the Closing, upon reasonable written notice, Buyer and Seller shall furnish or cause to be furnished to each other and their representatives, employees, counsel and accountants access to, during normal business hours, such information (including Records) and assistance relating to the Heat Transfer Group as is reasonably necessary for financial reporting and accounting matters, the preparation and filing of any returns, reports or forms or the defense of any Tax or Other Tax claim or assessment; provided, however, that such access does not unreasonably disrupt the normal operations of Seller, Buyer or the Heat Transfer Group. In the case of Buyer, such assistance shall include completion of Seller's standard tax package and delivery of it to Seller within 60 days of receipt (provided, however, Buyer shall not have any liability for any mistakes or omissions in the preparation thereof, except for Buyer's gross negligence or bad faith in such preparation), cooperation in responding to audit reports

made by taxing authorities to Seller regarding any member of the Heat Transfer Group and, at Seller's request, participation in audits conducted with respect to Seller. Buyer shall retain Records delivered to it for a period of seven years after the Closing Date. After the end of such seven-year period, before disposing of such Records, Buyer shall use reasonable efforts to give notice to such effect to Seller and to give Seller, at Seller's cost and expense, an opportunity to remove and retain all or any part of such Records as Seller may elect.

(d) Publicity. Each of Seller and Buyer may issue any public release or announcement concerning the transactions contemplated hereby without the prior consent of the other party; provided that the party making the release or announcement shall have allowed the other party reasonable time to comment on such release or announcement in advance of such issuance and shall have given reasonable consideration to any comments of the other party.

(e) Best Efforts. Subject to the terms and conditions of this Agreement (including the limitations set forth in Section 8(a)), each party shall use its best efforts to cause the Closing to occur.

(f) Removal of Assets. After the Closing, Seller shall give Buyer and/or Bohn full access to the Beardstown Premises for the purpose of removing the Contributed Assets

from such facility. Buyer and/or Bohn shall have a period of up to 90 days to remove the Contributed Assets from the Beardstown Premises, provided, however, such period shall be extended if Buyer and Bohn are able to remove such assets as a result of the occurrence of any event outside of their control. Buyer and Bohn shall not be liable to Seller for any rent or other payment during such period (or any extension thereof pursuant to the provision in the preceding sentence), but Bohn shall reimburse Seller for utility, property tax and security costs at the Beardstown Premises during such period and be responsible for the risk of loss of such assets during such period.

9. Retirement Plans. (a) From and after the Closing Date, Buyer shall cause Bohn, Larkin and Friga-Bohn to specifically accept the pension assets and liabilities for employees, former employees and retirees of the Heat Transfer Group as of such date.

(b) As of the Closing Date, Buyer shall cause Bohn to adopt the Bohn Heat Transfer Division, Wickes Manufacturing Company, Plant #7, Danville, Illinois, Pension Plan for Bargaining Unit Employees represented by Local #1271 U.A.W. and shall assume the respective assets and liabilities thereunder.

(c) Buyer shall cause to be established one or more "defined benefit plans", as such term is defined in

Section 3(35) of ERISA, covering those employees, former employees and retirees of the Heat Transfer Group who, as of the Closing Date, have any accrued benefit under the Salaried Plan (as such plan is defined below). Promptly after receipt by Seller of a copy of a favorable Internal Revenue Service determination letter (or an opinion of counsel in lieu thereof) regarding the tax-qualified status of any such defined benefit plan or plans established at the direction of Buyer, Seller shall cause a transfer or transfers of the pension liabilities being assumed by Bohn, Larkin and/or Friga-Bohn and of the assets described in paragraph (d) below to such tax-qualified defined benefit pension plan or plans. The amount of assets to be transferred to such defined benefit plan or plans shall be equal to that calculated as described below.

(d) The amount of assets to be transferred from the Wickes Manufacturing Company Employees' Retirement Plan ("Salaried Plan") shall be equal to a pro rata share of the market value of the assets of the Salaried Plan equal to the ratio of (i) the present value of the accrued benefits of the employees, former employees and retirees of the Heat Transfer Group under the Salaried Plan, based upon the actuarial assumptions and methods used in the most recent actuarial valuation of the Salaried Plan (as delivered to Buyer) and determined as of the Closing Date by Seller's

actuary, subject to review by Buyer's actuary as provided in this Section 9(d), to (ii) the present value of the total accrued benefits under the Salaried Plan, determined on the same basis and in the same manner as under clause (i) of Section 9(d). In no event, however, may the amount of assets to be transferred, determined under this Section 9(d), as of the Closing Date be less than that necessary in order to meet the requirements of Section 414(1) and Section 401(a)(12) of the Code, as determined by Seller's actuary, subject to review by Buyer's actuary as provided in this Section 9(d). On the actual date of transfer, the amounts transferred from the Salaried Plan shall be the amounts determined above, adjusted for investment earnings and losses for the period between the Closing Date and the actual date of transfers at a rate of return equal to the interest assumption used for funding purposes in the most recent actuarial valuation for each such Plan and reduced by the amount of any benefit payments and a reasonable share of investment and administrative expenses (and investment earnings or losses thereon) for such period.

The assets caused to be transferred by Seller may be in cash or securities or other property reasonably acceptable to Buyer, or a combination thereof, as Seller may determine. Buyer and Seller agree that the amount to be transferred pursuant to this paragraph (d) shall be

calculated by Seller's actuary, and shall be subject to review by Buyer's actuary for the purpose of confirming that the calculation was made in accordance with this Section 9. Seller's actuary shall provide Buyer's actuary with all necessary data to enable Buyer's actuary to review the calculations and determinations made by Seller's actuary for purposes of this Section 9.

Buyer and Seller shall cooperate in the gathering of necessary data to be used by their respective actuaries and shall certify the accuracy of such data to such actuaries. Any dispute regarding any matter referred to in this Section 9(d) shall be resolved by an independent actuarial firm (the "Independent Actuarial Firm") selected by Buyer's actuary and Seller's actuary; the determination of the Independent Actuarial Firm shall be made as promptly as practicable and shall be final. Any expenses relating to the engagement of the Independent Actuarial Firm shall be shared equally by Buyer and Seller.

(e) Buyer shall cause to be established a "defined contribution plan", as such term is defined in Section 3(34) of ERISA, covering employees, former employees and retirees of the Heat Transfer Group who, as of the date of transfer of assets referred to below, have any accrued benefit in the Gold Plan (as defined below) and providing a qualified cash or deferred arrangement under Section 401(k)

of the Code. Seller shall provide that those employees of the Heat Transfer Group participating in the Wickes Manufacturing and Automotive Aftermarket Distribution Group Gold Plan (the "Gold Plan") immediately prior to the Closing Date shall on the Closing Date become fully vested in their respective Gold Plan accounts (the "Accounts"). Promptly after receipt by Seller of a copy of a favorable Internal Revenue Service determination letter (or an opinion of counsel in lieu thereof) regarding the tax-qualified status of the defined contribution plan established at the direction of Buyer ("Buyer's Savings Plan"), Seller shall transfer from the Gold Plan to a duly authorized trustee or administrator of Buyer's Savings Plan the Accounts and the corresponding liabilities therefor, to be valued as of the end of the month preceding the month in which the transfer is effected, increased by earnings and reduced by losses to the end of such preceding month. The transfer of Accounts shall be made in cash or securities or other property reasonably acceptable to Buyer, or a combination thereof, as determined by Seller.

10. Certain Understandings; Further Assurances. (a) Buyer acknowledges that neither Seller nor any other person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Heat Transfer Group except as expressly

provided in this Agreement, and neither Seller nor any other person shall be subject to any liability to Buyer or any other person resulting from the distribution to Buyer, or Buyer's use of, any such information (including, without limitation, the Confidential Memorandum dated May 1989 and any other brochure or publication distributed in connection with the sale of the Heat Transfer Group).

(b) From time to time, either party hereto, upon the request of the other party, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to the limitation set forth in Section 8(a)) as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

(c) Buyer acknowledges that references to "employees of the Heat Transfer Group" and other similar phrases used in this Agreement shall be deemed to include reference to employees on the payroll of Seller or any direct or indirect subsidiary of Seller who are or have been employed in the business and operations of the Heat Transfer Group. Schedule 10(c) identifies any current employees who are not on the payroll of any member of the Heat Transfer Group but who are employed in the business and operations of the Heat Transfer Group.

11. Indemnification. (a) Tax Indemnification. Seller hereby agrees to indemnify Buyer and its affiliates (including the members of the Heat Transfer Group) against and hold them harmless from (i) all liability for Taxes of the Heat Transfer Group attributable to the Pre-Closing Tax Period (except Taxes attributable to the breach by Buyer of Section 7(d) of this Agreement) and (ii) all liability for Taxes of Seller and any entity, other than the members of the Heat Transfer Group, which is or has been affiliated with Seller as a result of Treasury Regulation § 1.1502-6(a) or otherwise. Buyer hereby agrees to indemnify Seller and its affiliates and hold them harmless from any liability for Taxes of the Heat Transfer Group other than those described in the first sentence of this Section 11(a). In the case of any taxable period that includes (but does not end on) the Closing Date, the Taxes of the Heat Transfer Group attributable to the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the close of business on the Closing Date. All Taxes attributable to the election made in accordance with Section 12(d) shall be attributed to the Pre-Closing Tax Period regardless of Federal or state reporting requirements. Seller's indemnity obligation in respect of the Taxes described above shall be effected by its payment to Buyer of the excess of (x) such Taxes attributable to the Pre-Closing Tax Period (adjusted as described

in Section 11(d)) over (y) the amount of such Taxes paid by any member of the Heat Transfer Group on or prior to the Closing Date or by Seller on, prior to or after the Closing Date. If the amount of such Taxes paid by the Heat Transfer Group on or prior to the Closing Date or by Seller on, prior to or after the Closing Date exceeds the amount payable by Seller pursuant to the preceding sentence, Buyer shall pay to Seller the amount of such excess within 15 days after the return, report or form with respect to which the final liability for such Taxes is required to be filed. Buyer and Seller agree to cause the members of the Heat Transfer Group to file all Tax returns, reports and forms on the basis that the relevant taxable period ended as of the close of business on the Closing Date, unless the relevant taxing authority will not accept a return, report or form filed on that basis.

(b) Other Indemnification by Seller. Seller hereby agrees to indemnify Buyer and its affiliates (including the members of the Heat Transfer Group) and their respective officers and directors against and hold them harmless from any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (any "Loss") suffered or incurred by any such indemnified party to the extent arising from (i) any breach of any representation or warranty of Seller contained in this Agreement which by the

terms of Section 16 survives the Closing (other than any relating to Taxes, for which indemnification provisions are set forth in paragraph (a) of this Section 11), (ii) any breach of any covenant or agreement of Seller contained in this Agreement requiring performance after the Closing Date, (iii) any liability or obligation under ERISA relating to events prior to the Closing with regard to any employee benefit plan (as defined in Section 3(3) of ERISA) covering employees of the Heat Transfer Group, (iv) any liability or obligation under ERISA relating to events prior to or after the Closing with regard to any employee benefit plan (as defined above) covering employees of Seller or any ERISA Affiliate (excluding any member of the Heat Transfer Group) and (v) any Excluded Liability; provided, however, that Seller shall not have any liability under clause (i) above (A) unless the aggregate of all Losses for which Seller would, but for this clause (A), be liable exceeds on a cumulative basis $1,000,000, and then only to the extent of any such excess, (B) for any individual matter where the Loss is less than $10,000, and any such Loss shall not be aggregated for purposes of this Section 11(b), (C) as provided in the last sentence of Section 4(w), and the related Loss shall not be aggregated for purposes of this Section 11(b), (D) to the extent that the aggregate of all Losses for which Seller would, but for this clause (D), be

liable exceeds on a cumulative basis $15,000,000 and (E) for any Loss that is reflected in the Closing Balance Sheet used to determine the Purchase Price, and any such Loss shall not be aggregated for purposes of this Section 11(b); provided further, however, that Seller shall not have any liability under this Section 11(b) to the extent the liability or obligation arises solely as a result of any action taken or omitted to be taken by Buyer or any of its affiliates.

Buyer acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims relating to the subject matter of this Agreement shall be pursuant to the indemnification provisions set forth in this Section 11. In furtherance of the foregoing, Buyer hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it or any member of the Heat Transfer Group may have against Seller or any of its affiliates, arising under or based upon any foreign, Federal, state or local statute, law, ordinance, rule or regulation (including, without limitation, any such relating to environmental matters) or arising under or based upon common law or otherwise.

(c) Other Indemnification by Buyer. Each of Buyer and the Heat Transfer Group hereby agrees to indemnify Seller and its affiliates and their respective officers and directors against and hold them harmless from any Loss

suffered or incurred by any such indemnified party to the extent arising from (i) any breach of any representation or warranty of Buyer contained in this Agreement which by the terms of Section 16 survives the Closing, (ii) any breach of any covenant or agreement of Buyer contained in this Agreement requiring performance after the Closing Date or any failure of Buyer to reimburse Seller as required by paragraphs (iv) and (v) of Section 7(c), (iii) any obligation or liability, of whatever kind and nature, whether arising before, on or after the Closing Date, of any member of the Heat Transfer Group or relating to its business, properties, employees or assets (except any matter for which Seller may be required to provide indemnification to Buyer as set forth in Section 11(b)), including, without limitation, any Assumed Liability, (iv) any guarantee or assurance of performance given or made by Seller or an affiliate of Seller with respect to any obligation or liability of any member of the Heat Transfer Group included in clause (iii) above, and (v) any third-party claim against Seller or any of its affiliates arising as a result of the failure to obtain any consents relating to agreements, contracts, leases, licenses and instruments that may have been or may be required in connection with the transactions contemplated hereby.

(d) Losses Net of Insurance. The amount of any Loss for which indemnification is provided under this Section 11 shall be net of any amounts recovered or recoverable by the indemnified party under insurance policies with respect to such Loss. Any indemnity payment made pursuant to this section will be treated as an adjustment to the Purchase Price for tax purposes, unless a determination (as defined in Section 1313 of the Code) with respect to the indemnified party causes any such payment to not constitute an adjustment to the Purchase Price for United States Federal income tax purposes.

(e) Termination of Indemnification. The obligations to indemnify and hold harmless a party hereto, (i) pursuant to Section 11(a), shall terminate upon the expiration of the applicable statutes of limitations with respect to the Tax liabilities in question (giving effect to any waiver, mitigation or extension thereof), (ii) pursuant to Sections 11(b)(i) and 11(c)(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 16, p.85|86 and (iii) pursuant to the other clauses of Sections 11(b) and 11(c), shall not terminate; provided, however, that as to clauses (i) and (ii) above such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified (or the related party hereto) shall have, before

the expiration of the applicable period, previously made a claim by delivering a notice (stating in reasonable detail the basis of such claim) to the party to be providing the indemnification.

(f) Procedures Relating to Indemnification Under Sections 11(a)-(c). In order for a party (the "indemnified party") to be entitled to any indemnification provided for under Sections 11(a)-(c) of this Agreement in respect of, arising out of or involving a claim or demand made by any person, firm, governmental authority or corporation against the indemnified party (a "Third Party Claim"), such indemnified party must notify the indemnifying party in writing of the Third Party Claim within 10 business days after receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except (i) to the extent the indemnifying party shall have been actually prejudiced as a result of such failure and (ii) that the indemnifying party shall not be liable for any expenses incurred during the period in which the indemnified party failed to give such notice. Thereafter, the indemnified party shall deliver to the indemnifying party, within five business days after the indemnified party's receipt thereof, copies of all notices and documents

(including court papers) received by the indemnified party relating to the Third Party Claim.

If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party. Should the indemnifying party so elect to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof (subject to the exceptions in the proviso in the first sentence of this Section 11(f)). Whether or not the indemnifying party chooses to defend or prosecute any Third Party Claim, all the parties hereto shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party's request) the provision to the indemnifying party of records

and information which are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party shall have assumed the defense of a Third Party Claim, neither the indemnified party nor the indemnifying party shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the other party's prior written consent, which consent shall not be unreasonably withheld.

(g) Security. Without limiting the liability of Seller hereunder in any respect, Seller's obligations to Buyer under Sections 11(a) and 11(b) shall be secured for the period specified below by, at the option of Seller at any time, either (i) funds (the "Escrowed Funds") initially in the amount of $5,000,000 held by a major commercial bank selected by Seller (and reasonably satisfactory to Buyer) to act as escrow agent (the "Seller Escrow Agent") under and pursuant to the terms of an escrow agreement substantially in the form of Exhibit D, in an account designated for such purpose or (ii) a letter of credit initially in an amount equal to $5,000,000 provided by a major commercial bank selected by Seller (and reasonably satisfactory to Buyer) having the principal terms described in Exhibit E (the "Letter of Credit"). Seller may at any time and from time

to time substitute the Escrowed Funds for the Letter of Credit and vice-versa.

12. Tax Matters. (a) For any taxable period of any member of the Heat Transfer Group that includes (but does not end on) the Closing Date, (i) Buyer shall timely prepare and file with the appropriate authorities all Other Tax returns, reports and forms required to be filed with respect to such period, and shall pay all Other Taxes due with respect to such returns, reports and forms and (ii) if the relevant taxing authority will not accept a Tax return, report or form filed on the basis referred to in the last sentence of Section 11(a), Buyer shall timely prepare and file with the appropriate authorities all Tax returns, reports and forms required to be filed with respect to such period, and shall pay all Taxes due with respect to such returns, reports and forms.

(b) Buyer shall pay to Seller all refunds of Taxes received by Buyer or any member of the Heat Transfer Group after the Closing Date and attributable to Taxes paid by Seller or any member of the Heat Transfer Group (or any predecessor or affiliate of Seller or such member of the Heat Transfer Group) with respect to the Pre-Closing Tax Period. Such payment shall be made to Seller within 15 days after receipt of any such refund by Buyer.

(c) Seller, the Heat Transfer Group and Buyer shall reasonably cooperate and shall cause their respective officers, employees, agents, auditors and representatives to cooperate in preparing and filing all returns, reports and forms relating to Taxes or Other Taxes including maintaining and making available to each other all records necessary in connection with Taxes and Other Taxes, and in resolving all disputes and audits with respect to all taxable periods relating to Taxes or Other Taxes.

(d) Buyer and Seller agree to file all elections pursuant to Sections 338(g) and 338(h)(10) of the Code and take such other actions necessary to treat the sale of the Bohn Shares and the Larkin Shares as a sale of the assets held by Bohn and Larkin for Federal income tax purposes and for purposes of similar provision of law in applicable states. Buyer and Seller shall cooperate in good faith to allocate the Purchase Price among such assets in a manner consistent with Section 338(b)(5) of the Code and Sections 1.338(b)-2T and 1.338(h)(10)-1T(e)(6) of the Treasury Regulations promulgated thereunder. Seller and Buyer shall, and shall cause their respective subsidiaries to, file all tax returns (other than amended returns required to be filed by any governmental authority) in a manner consistent with the determination of the parties set forth in Section 3(c) with respect to the Friga-Bohn Purchase Price.

13. Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by Buyer or Seller (including by operation of law in connection with a merger or sale of all or substantially all the assets of Buyer or Seller) without the prior written consent of the other party hereto; provided that Buyer may assign its right to purchase the Shares hereunder to a wholly owned direct or indirect subsidiary of Buyer without the prior written consent of Seller, provided that no such assignment shall limit or affect Buyer's obligations hereunder.

14. No Third-Party Beneficiaries. Except as provided in Sections 1(c), 7(a), 10 and 11, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any person (including, without limitation, any employee, former employee or retiree of the Heat Transfer Group) or entity, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

15. Termination. (a) If the Closing shall not have occurred by November 24, 1989, this Agreement may be terminated by Buyer or Seller upon written notice to the other party.

(b) This Agreement may be terminated by Buyer or Seller prior to the Closing upon written notice to the other

party if any condition to the obligation to perform this Agreement of the party seeking to terminate will not be satisfied or fulfilled prior to the date specified in Section 15(a).

(c) In the event of termination of this Agreement by either Buyer or Seller in accordance with Section 15(a) or 15(b) or by mutual written agreement, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Buyer or Seller, any affiliate of Buyer or Seller or any of their respective officers or directors, except to the extent that such termination results from the wilful breach by a party hereto of its obligations hereunder (in which case such breaching party shall be liable for all damages allowable at law and any relief available at equity, including the remedy of specific performance) and except as otherwise set forth in such written termination agreement; provided, however, that Sections 7(a), 17, 23, 24, 27 and 28 shall survive the termination of this Agreement. In the event of termination of this Agreement, the prevailing party in a lawsuit for damages or to enforce the provisions of this Agreement shall be entitled to an award of reasonable attorneys' fees whether incurred at trial, on appeal or otherwise.

16. Survival of Representations. The representations and warranties in this Agreement and in any other

document delivered in connection herewith (other than those with respect to Taxes and Other Taxes) shall survive the Closing solely for purposes of Sections 11(b) and 11(c) of this Agreement and shall terminate at the close of business on April 25, 1991. The representations and warranties with respect to Taxes shall survive the Closing and terminate as provided in Section 11(e). The representations and warranties with respect to Other Taxes set forth in Section 4(r) shall not survive the Closing.

17. Expenses. Whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs or expenses, except as otherwise expressly provided herein.

18. Title in Wrong Entity. If on the Closing Date title to any asset that properly belongs to and is used in the business of the Heat Transfer Group is in Seller or a direct or indirect subsidiary of Seller (other than any member of the Heat Transfer Group), at Buyer's option Seller shall assign or cause to be assigned to Buyer or a member of the Heat Transfer Group as of the Closing Date title to such asset, and Buyer or such member of the Heat Transfer Group shall assume as of the Closing Date any liabilities associated with any such asset that is assigned (and such

liabilities shall be deemed Assumed Liabilities hereunder). If on the Closing Date title to any asset that properly belongs to and is used in the business of Seller or any direct or indirect subsidiary of Seller (other than any member of the Heat Transfer Group) is in any member of the Heat Transfer Group, at Seller's option Buyer shall cause to be assigned (and such member of the Heat Transfer Group shall assign) to Seller or such subsidiary of Seller as of the Closing Date title to such asset, and Seller or such subsidiary of Seller shall assume as of the Closing Date any liabilities associated with any such asset that is assigned (and such liabilities shall be deemed Excluded Liabilities hereunder). If title to any asset is transferred to Seller or any subsidiary of Seller (other than any member of the Heat Transfer Group) pursuant to this Section 18, such asset shall not be reflected on the Closing Balance Sheet used to determine the Purchase Price. Notwithstanding anything to the contrary contained in this Agreement, no computer software now or hereafter licensed to or owned by Seller or a subsidiary of Seller (other than any member of the Heat Transfer Group) will be sublicensed or licensed by Seller or such subsidiary to Buyer or the Heat Transfer Group (whether or not such software has been used in connection with the business and operations of the Heat Transfer Group).

19. Amendments. No amendment to this Agreement shall be effective unless it is in writing and signed by each of the parties hereto.

20. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or by overnight courier or three days after being 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):

(i) if to Buyer,

Heatcraft Inc.
P.O. Box 809000
7920 Beltline Road
Dallas, Texas 75380-9000
Attention: John W. Norris, Jr.

with a copy to:

Thompson & Knight,
3300 First City Center,
Dallas, Texas 75201.
Attention: Harold F. Kleinman, Esq.

(ii) if to Seller,

Wickes Companies, Inc.
3340 Ocean Park Boulevard
Suite 2000
Santa Monica, California 90405
Attention: Mr. Robert S. Fenton

with a copy to each of:

Wasserstein Perella & Co. Inc.
31 West 52nd Street
New York, New York 10019
Attention: Mr. Randall J. Weisenburger

The Blackstone Group
345 Park Avenue
New York, New York 10154
Attention: Mr. Edward J. Casey, Jr.

Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, N.Y. 10019
Attention: W. Clayton Johnson, Esq.

21. Interpretation. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section, Exhibit or Schedule , such reference shall be to a Section, Exhibit or Schedule of this Agreement unless otherwise indicated. "$" shall mean United States dollars, and all amounts payable hereunder shall be payable in United States dollars.

22. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and delivered to the other party.

23. Entire Agreement. This Agreement and the Confidentiality Agreement contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.

24. Fees. Each party hereto hereby agrees that such party shall pay all fees or commissions that may be payable to any broker or finder that has acted for such party in connection with this Agreement or the transactions contemplated hereby or that may be entitled to any brokerage fee, finder's fee or commission pursuant to an agreement with such party in respect thereof. Seller represents and warrants that no such fees or commissions are payable by any member of the Heat Transfer Group.

25. Independent Accounting Firm. The Independent Accounting Firm shall be entitled to retain and rely upon independent experts (including, without limitation, real estate appraisers) in resolving all disputes with respect to which it is engaged. Buyer and Seller shall share equally all costs and expenses associated with the engagement of the Independent Accounting Firm (including, without limitation, the costs of indemnifying the Independent Accounting Firm with respect to liabilities arising from its engagement).

26. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

27. Consent to Jurisdiction. Each of Buyer and Seller irrevocably submits to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County, and (b) the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Buyer hereby irrevocably designates, appoints and empowers C-T Corporation System, 1633 Broadway, New York, N.Y. 10019 and Seller hereby irrevocably designates, appoints and empowers Wasserstein Perella & Co. Inc., 31 West 52nd Street, New York, N.Y. 10019, in each case as its true and lawful agent and attorney-in-fact in its name, place and stead to receive and accept on its behalf service of process in any action, suit or proceeding in New York with respect to any matters as to which it has submitted to jurisdiction as set forth in the immediately preceding sentence.

28. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT BE APPLIED UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

29. Waivers; Preservation of Remedies. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right,

power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies of a party based upon, arising out of or otherwise in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement contained in this Agreement (or in any

other agreement between the parties) as to which there is no inaccuracy or breach.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

WICKES COMPANIES, INC.,

by

_____
Name:
Title:

HEATCRAFT INC.,

by

_____
Name:
Title:

JOHN A. JANITZ hereby agrees to transfer the share of common stock, par value 100 francs, of Friga-Bohn, S.A. held by him.

_____ [L.S.]
John A. Janitz

Bohn, Inc., and Larkin, Inc., hereby agree to be bound by the provisions of Sections 11(c) and 18 of this Agreement.

BOHN, INC.,

by

_____
Name:
Title:

LARKIN, INC.,

by

_____
Name:
Title:

JOHN A. JANITZ hereby agrees to transfer the share of common stock, par value 100 francs, of Friga-Bohn, S.A. held by him.

John A. Janitz [L.S.]

Bohn, Inc., and Larkin, Inc., hereby agree to be bound by the provisions of Sections 11(c) and 18 of this Agreement.

BOHN, INC.,

by

Name:
Title:

LARKIN, INC.,

by

Name:
Title:

SCHEDULE 4(k)

BOHN HEAT TRANS. TRADEMARKS

Printed: 09-Jn-1989

Trademark: BOHN-KOTE Country: UNITED STATES
Case number: 7558 Application #: 89834 App. date: 28-Ja-1960
Status: C - REGISTRATION Registration #: 713044 Reg. date: 28-Mr-1961
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 16
Description of goods-
PROTECTIVE COATING FOR METALS, PRIMARILY FOR METAL CASINGS, COILS, FINS, ETC.

Trademark: BOHN-KOTE Country: FRANCE
Case number: 7558FR Application #: 917850 App. date: 31-Mr-1988
Status: C - REGISTRATION Registration #: 1458497 Reg. date: 13-Se-1988
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 2
Description of goods-
PROTECTIVE COATING FOR METALS, PRIMARILY METAL CASINGS, COILS, ETC.
RENEWAL OF RN 1046188 OF 31-MR-1978

Trademark: BOHNAMETIC Country: FRANCE
Case number: 7556FR Application #: 917849 App. date: 31-Mr-1988
Status: C - REGISTRATION Registration #: 1458496 Reg. date: 13-Se-1988
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 7
Description of goods-
AIR COOLED CONDENSER FOR REFRIGERATION & AIR CONDITIONING SYSTEMS
RENEWAL OF RN 1068435 OF 31-MR-1978

Trademark: BOHNGUARD Country: UNITED STATES
Case number: 25863 Application #: 553931 App. date: 16-Ag-1985
Status: C - REGISTRATION Registration #: 1411207 Reg. date: 30-Se-1986
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 11
Description of goods-
HEAT TRANSFER COILS FOR AIR CONDITIONING AND REFRIGERATION APPLICATIONS

Trademark: BOHNMIZER Country: UNITED STATES
Case number: 7559 Application #: 328606 App. date: 28-My-1969
Status: C - REGISTRATION Registration #: 912241 Reg. date: 08-Jn-1971
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 13
Description of goods-
VALVES FOR CONTROLLING THE FLOW OF REFRIGERANT

Trademark: FRIGA-BOHN Country: FRANCE
Case number: 8871-1FR Application #: 662.772 App. date: 27-Ap-1983
Status: C - REGISTRATION Registration #: 1234284 Reg. date: 07-Oc-1983
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 11
Description of goods-

Trademark: RADIAL-AIRE Country: UNITED STATES
Case number: 7792 Application #: 295575 App. date: 12-Ap-1968
Status: C - REGISTRATION Registration #: 873420 Reg. date: 22-Jl-1969
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 31
Description of goods-
COOLING UNIT FOR WALK IN COOLERS

SCHEDULE 4(k)

BOHN HEAT TRANS. TRADEMARKS

Printed: 09-Jn-1989

Trademark: RECOLD
Country: UNITED STATES
Case number: 8671
Application #: 648261
App. date: 04-Jn-1953
Status: C - REGISTRATION
Registration #: 595176
Reg. date: 14-Se-1954
Attorney: DAVID A. GREENLEE
Assignee: BOHN HEAT TRANSFER
Class: 34
Description of goods-
BARE PIPE AND FINNED PIPE COILS PROVIDING HEAT TRANSFER SURFACES, HOUSINGS, FANS, FILTERS, ETC.

BOHN HEAT TRANSFER TMS

Printed: 12-Se-1989

Trademark: LO-AIRE Country: UNITED STATES
Case number: 7699 Application #: 118942 App. date: 01-My-1961
Status: C - REGISTRATION Registration #: 740026 Reg. date: 30-Oc-1962
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 34
Description of goods-
SPACE COOLING APPARATUS

Trademark: RADIAL-AIRE Country: UNITED STATES
Case number: 7792 Application #: 295575 App. date: 12-Ap-1968
Status: C - REGISTRATION Registration #: 873420 Reg. date: 22-Jl-1969
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 31
Description of goods-
COOLING UNIT FOR WALK IN COOLERS

Trademark: RECOLD Country: UNITED STATES
Case number: 8671 Application #: 648261 App. date: 04-Jn-1953
Status: C - REGISTRATION Registration #: 595176 Reg. date: 14-Se-1954
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 34
Description of goods-
BARE PIPE AND FINNED PIPE COILS PROVIDING HEAT TRANSFER SURFACES, HOUSINGS, FANS, FILTERS, ETC.

Trademark: VAPOMATIC Country: UNITED STATES
Case number: 8672 Application #: 23345 App. date: 28-Ja-1957
Status: C - REGISTRATION Registration #: 651470 Reg. date: 10-Se-1957
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 31
Description of goods-
APPARATUS FOR DEFROSTING REFRIGERATION SYSTEMS

Trademark: VAPOT Country: UNITED STATES
Case number: 8673 Application #: 23344 App. date: 28-Ja-1957
Status: C - REGISTRATION Registration #: 651469 Reg. date: 10-Se-1957
Attorney: DAVID A. GREENLEE Assignee: BOHN HEAT TRANSFER Class: 31
Description of goods-
APPARATUS FOR CONTROLLING THE DEFROSTING OF REFRIGERATION APPARATUS

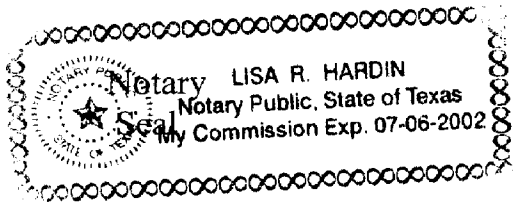
Frost-o-Trol
Larkin Coils
Registration renewed 1971

STATE OF TEXAS)
)
COUNTY OF DALLAS)

CERTIFICATION OF TRUE COPY

I, Lisa R. Hardin, a Notary Public in and for the State of Texas, United States of America, have examined the original Stock Purchase Agreement, and certify that the photocopies attached hereto are true and correct copies of the respective originals.

DATED this 27th day of March, 2001



Lisa R. Hardin, Notary Public for the
State of Texas, United States of America