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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/200:
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ET
U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissio... ...ached original documents or copy thereof.

DEC 18 2001

1. Name of conveying party(ies):
Murray Outdoor Products, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Tennessee
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: Murray, Inc.
Internal Address: P.O. Box 288
Street Address: 219 Franklin Road
City: Brentwood State: TN Zip: 37024

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Tennessee
- [ ] 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
- [x] Merger
- [ ] Security Agreement
- [x] Change of Name
- [ ] Other

Execution Date: 4/20/95

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,930,317

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sheldon H. Klein, Esq.
Internal Address: Arent Fox Kintner Plotkin & Kahn, PLLC
Street Address: 1050 Connecticut Avenue, N.W.
Suite 400
City: Washington State: DC Zip: 20036-5339

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:
01-2300 (If needed)

DO NOT USE THIS SPACE

9. Signature.

Sheldon H. Klein, Esq. — Name of Person Signing
[Signature] — Signature
12-18-01 — Date

Total number of pages including cover sheet, attachments, and document: 118

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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ARTICLES OF MERGER

OF

NUTMEG U.S. MERGER CORP.

WITH AND INTO

NOMA OUTDOOR PRODUCTS, INC.

Pursuant to the provisions of Section 48-21-105 of the Tennessee Business Corporation Act, the undersigned corporations adopt the following articles of merger:

1. The plan of merger (the "Plan") is contained in the Purchase and Sale Agreement attached hereto as Exhibit A.

2. The name of the surviving corporation is Nutmeg U.S. Merger Corp. (the "Surviving Corporation").

3. The certificate of incorporation of the Surviving Corporation is attached hereto as Exhibit B.

4. As to Noma Outdoor Products, Inc., the Plan was duly adopted by written consent of the directors on March 11, 1994.

5. As to Nutmeg U.S. Merger Corp., the Plan was duly adopted by written consent of the directors on March 2_, 1994.

6. The Plan has been duly adopted by Tomkins Corp., sole shareholder of Nutmeg U.S. Merger Corp.

7. The Plan has been duly adopted by Noma Corporation, sole shareholder of Noma Outdoor Products, Inc.

NUTMEG U.S. MERGER CORP.

By: Malcolm T. Swain
Title: Vice President

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EXHIBIT A

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this 4th day of March, 1994, by and among Noma Corporation, a Delaware corporation ("US Parent"), Noma Industries Limited, an Ontario corporation ("Canadian Parent"), Noma Outdoor Products Inc., an Ontario corporation ("NOP Canada"), Dynamark Plastics Inc. an Ontario corporation ("Dynamark") and together with Canadian Parent, NOP Canada and U.S. Parent, the "Sellers"), Noma Outdoor Products, Inc., a Tennesee corporation ("NOP U.S."), Tomkins PLC, a Great Britain corporation ("Tomkins PLC"), Tomkins Corp., a Delaware corporation ("Tomkins U.S."), Murray Canada Inc., an Ontario corporation ("Murray Canada") and NOP U.S. Merger Corp. ("Sub" and together with Tomkins PLC, Tomkins U.S. and Murray Canada, the "Buyers") (the "Agreement").

W I T N E S S E T H :

WHEREAS, (i) U.S. Parent owns all of the issued and outstanding capital stock of NOP U.S. (the "U.S. Stock") and (ii) Canadian Parent owns all of the issued and outstanding capital stock of NOP Canada (the "Canadian Stock");

WHEREAS, Dynamark is a subsidiary of NOP Canada;

WHEREAS, the Canadian Business (as defined in Section 2.1 below) is carried on by NOP Canada and Dynamark;

WHEREAS, Tomkins U.S. and Murray Canada are indirect wholly owned subsidiaries of Tomkins PLC, and Sub is a wholly owned subsidiary of Tomkins U.S.;

WHEREAS, the Boards of Directors of NOP U.S., Tomkins U.S. and Sub deem it advisable and in the best interests of their respective stockholders that Tomkins U.S. acquire NOP U.S., and such Boards of Directors have approved the merger (the "Merger") of Sub with and into NOP U.S. upon the terms and conditions set forth herein; and

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WHEREAS, Murray Canada desires to purchase from NOP Canada and Dynamark and NOP Canada and Dynamark desire to sell to Murray Canada, the Canadian Business on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, the parties hereto hereby agree as follows:

1. The Merger.

1.1 The Merger. At the Effective Time (as defined in Section 1.2 hereof), Sub shall be merged with and into NOP U.S. and the separate existence of Sub shall thereupon cease, and the name of NOP U.S., as the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), shall by virtue of the Merger be "Nutmeg U.S. Corp". The Merger shall have the effects set forth in the Business Corporation Act of the State of Tennessee (the "BCA"). Without limiting the generality of the foregoing, at the Effective Time, all the properties, rights, privileges, powers and franchises of NOP U.S. and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of NOP U.S. and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.2 Effective Time of the Merger. The Merger shall become effective when properly executed Articles of Merger (the "Articles of Merger") are duly filed with the Secretary of State of the State of Tennessee, which filing shall be made as soon as practicable after the Closing of the transactions contemplated by this Agreement in accordance with Section 5 hereof. When used in this Agreement, the term "Effective Time" shall mean the date and time at which such Articles are so filed.

1.3 Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation shall be as set forth as an exhibit to the Articles of Merger referred to in Section 1.2 hereof.

1.4 By-Laws. The By-Laws of Sub as in effect at the Effective Time shall be the By-Laws of the Surviving Corporation.

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1.5 Directors and Officers of Surviving Corporation.

(a) The directors of Sub at the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law.

(b) The officers of Sub at the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law.

1.6 Merger Consideration. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of common stock of NOP U.S. (the "Shares") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the amount of U.S. dollars resulting from dividing the amount specified in Section 3(i), subject to the provisions of Section 3(ii) and Section 8.8(c), by the number of Shares outstanding immediately prior to the Effective Time, payable, subject to the provisions of Section 3(ii) and Section 8.8(c), upon the surrender of the certificate formerly representing such Share in accordance with Section 3 of this Agreement;

(b) Each Share held in the treasury of NOP U.S. immediately prior to the Effective Time shall be cancelled and retired and cease to exist; and

(c) Each share of Common Stock, par value $.01 per share, of Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchangeable for one share of Common Stock of the Surviving Corporation.

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2. Sale and Purchase of Canadian Business.

2.1 Sale of Canadian Business. (i) On the terms and subject to the conditions hereinafter set forth, at the Time of Closing (as defined in Section 5), NOP Canada and Dynamark, shall sell, convey, transfer and assign to Murray Canada, and Murray Canada shall acquire from NOP Canada and Dynamark, the businesses operated by NOP Canada and Dynamark, including all of the assets, properties, rights and business of NOP Canada and Dynamark, tangible and intangible, wherever located, which are used or held for use in the businesses operated by NOP Canada and Dynamark (collectively, the "Canadian Business"), including, but not limited, to the following:

(a) all leasehold interests in real property identified on Schedule 2.1(a), including buildings and improvements located thereon and appurtenances belonging thereto and all of NOP Canada's and Dynamark's rights with respect to occupancy of such properties (the "Canadian Real Property Leases");

(b) cash and cash equivalents, held by or attributable to the Canadian Business;

(c) all accounts receivable, notes receivable and other indebtedness due and owing which relate to the Canadian Business, which shall include all of the accounts receivable of NOP Canada and Dynamark at Closing;

(d) all right, title and interest of NOP Canada and Dynamark in and to all fixtures, furniture, vehicles, tools, molds, machinery, equipment, packagings, samples, and models which are used in the Canadian Business;

(e) all inventory, including raw materials, work-in-process, finished goods, scrap material, stores and supplies which pertain to the Canadian Business;

(f) all right, title and interest of NOP Canada and Dynamark to all patents and patent applications that relate to the Canadian Business;

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(g) all right, title and interest of NOP Canada and Dynamark to all know-how, processes, formula, trade secrets, copyrights, manufacturing instructions and other technical information utilized in or related to the Canadian Business;

(h) all right, title and interest of NOP Canada and Dynamark to all trademarks, tradenames, service marks, business styles, logos and registrations and applications therefor that relate to the Canadian Business and all goodwill associated therewith (but excluding any right, title and interest to any corporate name or source identifier containing "Noma" except as provided in Section 9.14 hereof);

(i) all rights and interest in and to all contracts, agreements, permits, licenses, leases (other than Canadian Real Property Leases referred to in Section 2.1(i)(a)), purchase orders, sales orders, arrangements, and other commitments relating to the Canadian Business (the "Canadian Business Contracts");

(j) all right, title and interest of NOP Canada and Dynamark in and to all customer and vendor lists, computer software and product design and other intangible assets, and all business and financial records, files, books, documents, blueprints, specifications and drawings which relate to the Canadian Business other than those required by law to be retained by NOP Canada or Dynamark, copies of which shall be made available to Murray Canada;

(k) the benefit of any drawback, rebate, refund, remission or credit in respect of any Taxes (other than any federal or provincial income or capital Taxes, or any Taxes referred to in Section 9.6 or recovery of which is reflected in the books of NOP Canada or Dynamark as of March 4, 1994), to which NOP Canada or Dynamark is entitled on or after the Closing Date;

(l) all claims, causes in action, choses in action, rights of recovery and rights of set-off of every kind and nature related to the Canadian Business;

(m) all prepaid expenses of NOP Canada, Dynamark or otherwise in connection with the Canadian Business;

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(n) all right, title and interest of NOP Canada and Dynamark to all bank accounts (together with all monies therein); and

(o) all other assets (including goodwill except with respect to the "Noma" name, which will be governed by Section 6.14) of NOP Canada and Dynamark other than the Excluded Assets (as hereinafter defined).

(ii) Notwithstanding anything to the contrary contained herein, the Buyers are not purchasing, and the Canadian Business shall not include, (A) the shares of capital stock of Dynamark, (B) tooling owned by customers of Dynamark which is not reflected on the Canadian December Balance Sheet and which will not be reflected on the Audited Effective Date Balance Sheets and (C) those assets set forth in Section 2 of Schedule 8.8 hereto (the "Excluded Assets").

2.2 Assumed Liabilities; Excluded Liabilities.

(i) As additional consideration hereunder, at the Closing, Murray Canada shall assume the liabilities and obligations of NOP Canada and Dynamark, other than any Excluded Liabilities (as such term is defined in Section 2.2(ii) hereof), set forth in subparagraphs (a)-(c) below which relate to the Canadian Business as of the Closing Date (the "Assumed Liabilities"). The Assumed Liabilities shall consist of:

(a) liabilities and obligations (including Taxes) outstanding at the Closing Date that are reflected or reserved for in the Canadian Effective Date Balance Sheet (as defined in Section 8.8) and as adjusted pursuant to Section 8.8 but only to the extent so reflected or reserved for or outstanding, provided, however, that indebtedness under the Industrial Research Development Program shall not be reflected on the Canadian Effective Date Balance Sheet and will not be assumed by Murray Canada and no intercompany accounts shall be reflected on the Canadian Effective Date Balance Sheet;

(b) liabilities and obligations (other than intercompany accounts) that arise under the Canadian Business Contracts and Canadian Real Property Leases which liabilities and obligations are or become due

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and payable on or after the Closing Date other than liabilities and obligations that arise out of breaches or defaults of such Canadian Contracts and Canadian Real Property Leases which occurred prior to the Closing Date;

(c) liabilities and obligations (including Taxes) outstanding at the Closing Date arising from activities in the ordinary course of business consistent with past practice of the Canadian Business after March 4, 1994 (the "Effective Date"), including liabilities for compensation for services rendered by Employees (as defined in Section 11.3) (but excluding any claims for disability arising prior to the Closing) and in respect of termination of any employee after March 4, 1994 but prior to the Closing with the approval of Malcolm Swain.

(ii) Except as expressly provided in Section 2.2(i) hereof, Buyers are not assuming, and shall not be deemed to have assumed, any liabilities or obligations of the Canadian Business or Sellers and Sellers shall remain solely and exclusively liable with regard to such liabilities and obligations, including, without limitation, any liability or obligation (the "Excluded Liabilities") with respect to:

(a) all liabilities under Environmental Laws relating to (i) any acts, omission to act, or operations of or on behalf of NOP Canada, Dynamark, their respective subsidiaries or the Canadian Business prior to Closing and (ii) any properties formerly owned, leased or operated by NOP Canada or Dynamark or otherwise used in connection with the Canadian Business;

(b) all liabilities for federal or provincial income or capital Taxes (including interest or penalties in respect thereof) whenever incurred, and all liabilities for any Taxes referred to in Section 9.6;

(c) all liabilities pursuant to the "Revised Pension Plan for the Employees of Noma Industries Limited";

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(d) any liability or obligation in respect of the employment agreement between Darryl Chapman and NOP Canada and the employment agreement between Robert Furger and Dynamark;

(e) all intercompany liabilities owing from NOP Canada and Dynamark to Canadian Parent or any of its Affiliates other than NOP U.S. and its Subsidiaries; and

(f) all liabilities and obligations associated with or attributable to the Excluded Assets.

(iii) The parties acknowledge and agree that Assumed Liabilities in respect of Taxes should be actually paid or remitted by NOP Canada or Dynamark. Accordingly, subject to the provisions of Sections 9 and 13, Murray Canada shall indemnify NOP Canada or Dynamark after the Closing, upon receipt of invoice therefor accompanied by evidence of the payment thereof, against any such Taxes (excluding any interest or penalties atributable to any filing or delay in payment by NOP Canada or Dynamark) paid or remitted by NOP Canada or Dynamark.

3. __Merger Consideration__.

The merger consideration to be paid to U.S. Parent as sole stockholder of NOP U.S. for the U.S. Stock shall be an amount in U.S. dollars equal to (x) the amount of Net Assets (as defined in Section 8.8) as shown on the U.S. Effective Date Balance Sheet (as defined in Section 8.8(a)), less (y) U.S.$8,000,000 (the "__U.S. Purchase Price__"), subject to adjustment pursuant to Section 8.8. In accordance with the terms and conditions set forth in this Agreement, at the closing of the Merger and of the sale of the Canadian Business to Murray Canada, which closings shall take place simultaneously (the "__Closing__"), (i) the U.S. Purchase Price, less the Escrow Payment (as hereinafter defined) shall be delivered to U.S. Parent as merger consideration for the U.S. Stock by wire transfer of immediately available funds to an account to be designated in writing by U.S. Parent at least two business days prior to the Closing, together with an amount equal to interest accrued on such amount from and including March 4, 1994 to but excluding the Closing Date at the rate of interest publicly announced by Citibank,

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N.A. in New York, New York on March 4, 1994 as its prime rate of interest (the "Prime Rate") and (ii) U.S.$5,000,000 plus interest thereon at the Prime Rate from and including March 4, 1994 to but excluding the Closing Date (such amount, the "Escrow Payment") shall be delivered to Chemical Bank, N.A. as escrow agent (the "Escrow Agent") to be held in accordance with an Escrow Agreement to be in form and substance reasonably satisfactory to Buyers and Sellers (the "Escrow Agreement"), and (iii) certificates representing the U.S. Stock, duly endorsed in blank for transfer or accompanied by stock powers duly executed in blank (the "U.S. Certificates"), shall be delivered to Tomkins U.S.

4. Purchase Price for Canadian Business.

4.1 Purchase Price. The cash amount to be paid by Murray Canada to NOP Canada and Dynamark for the Canadian Business shall be an amount in U.S. dollars equal to (x) the amount of Net Assets as shown on the Canadian Effective Date Balance Sheet (as defined in Section 8.8(a)), less (y) U.S.$3,750,000 (the "Canadian Cash Purchase Price" and together with the U.S. Purchase Price, the "Aggregate Purchase Price"), subject to adjustment pursuant to Section 8.8. In accordance with the terms and conditions set forth in this Agreement, at the Closing, the Canadian Cash Purchase Price shall be delivered to Canadian Parent by wire transfer of immediately available funds to an account to be designated in writing by Canadian Parent at least two business days prior to the Closing, together with an amount equal to interest accrued on such amount at the Prime Rate from and including March 4, 1994 to but excluding the Closing Date, and (ii) Murray Canada will assume the Assumed Liabilities.

4.2 Allocation. The consideration payable in respect of the assets comprising the Canadian Business, as adjusted pursuant to Section 8.8 and the Canadian Sellers Advance Amount referred to in Section 8.9, shall be allocated among the assets comprising the Canadian Business on the Closing Date, in accordance with the provisions set forth in Schedule 4.2 hereof, and the parties agree to report the purchase and sale of the Canadian Business for Tax purposes consistent with such allocation and shall take no position contrary thereto in any Tax Return or any proceeding before any Tax authority.

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5. Closing.

Upon the terms and subject to the conditions contained in this Agreement, the Closing will take place at 10:00 a.m. on the Closing Date (as hereinafter defined) (the "Time of Closing") at the offices of Goodman & Goodman, Suite 2400, 250 Yonge Street, Toronto, Ontario M5B 2M6 on the later of March 30, 1994 or the date on which all of the conditions to each party's obligations hereunder have been satisfied or waived; or at such other place or time or both as the parties may agree (the "Closing Date").

5.1 Deliveries by Sellers. At the Closing Sellers will deliver the following to Buyers:

(a) The executed Articles of Merger and stock certificates representing the U.S. Stock accompanied by stock powers duly endorsed in blank or accompanied by duly executed instruments of transfer, with all necessary transfer tax and other revenue stamps affixed thereto.

(b) The resignations of all members of the Boards of Directors and all officers who are also directors (all such persons collectively, the "Resigning Directors and Officers") of NOP U.S. and each direct and indirect subsidiary of NOP U.S.

(c) The release from all directors and officers of NOP U.S., NOP Canada and their direct and indirect subsidiaries, including without limitation Dynamark (individually, a "Subsidiary" and, collectively the "Subsidiaries")(the "Releasing Directors and Officers") of any and all claims against NOP U.S., Murray Canada and the Subsidiaries relating to their service as an officer and/or director of any of NOP U.S., NOP Canada or a Subsidiary (the "D&O Release") except for claims for compensation for services as employees accrued on the Audited Effective Date Balance Sheets or incurred in the ordinary course of business of NOP U.S., NOP Canada or the Subsidiaries since March 4, 1994.

(d) The stock books, stock ledgers, minute books, other corporate records and corporate seals of each of NOP U.S. and each Subsidiary (other than Dynamark).

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(e) The certificates and other documents contemplated by Section 8.5 hereof.

(f) The Escrow Agreement in respect of the Escrow Payment.

(g) The Dynamark Output and Supply Agreement between Canadian Parent, U.S. Parent, Dynamark and the Buyers in a form to be reasonably agreed to between Buyers and Sellers.

(h) The consents listed in paragraphs Section A and sub-sections B. 1, B. 3, B. 17, B. 19, B. 22, B. 24, B. 25, B. 26, B. 27, B. 29 and B. 30 of Exhibit A to Schedule 6.4(a), to the extent that such consents have been obtained;

(i) Duly executed bills of sale and assignments with respect to the assets comprising the Canadian Business;

(j) A duly executed instrument of assignment and assumption, in registrable form, for the Canadian Real Property Leases;

(k) The right, title and interest of NOP Canada and Dynamark to all Intellectual Property (as defined in Section 6.21) of the Canadian Business to Murray Canada, together with a duly executed instrument of assignment, in recordable form, if appropriate, sufficient to transfer title in the Intellectual Property held by NOP Canada or Dynamark to Murray Canada, and such other duly executed individual instruments of assignment by country in recordable form, if appropriate, to transfer title in such Intellectual Property to Murray Canada in each foreign jurisdiction in which such Intellectual Property is registered or in which an application for registration is pending;

(l) Such other duly executed instruments of conveyance and transfer necessary to effectively transfer the Canadian Business to Murray Canada and as may be reasonably requested by the Buyers prior to the Closing Date;

(m) The license agreement referred to in Section 8.14;

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(n) Certificates with respect to NOP Canada and Dynamark pursuant to Section 6 of the Retail Sales Tax Act (Ontario) (and any similar provisions of any other applicable Law), dated within 10 days prior to the Closing Date;

(o) A bank draft or cashier's cheque payable to Murray Canada in an amount which represents an approximation of the Canada Pension Plan contributions required to be made by Murray Canada in respect of Employees (as defined in Section 11.3) in respect of the period from Closing through December 31, 1994, in excess of the contributions which would have been required to be made in respect of that period by NOP Canada and Dynamark had the Employees continued in the employment of NOP Canada or Dynamark, as the case may be, throughout such period (the "Canadian Pension Contribution Payment"); and

(p) All other documents, instruments and writings required to be delivered by Sellers or any one of them at or prior to the Closing Date pursuant to this Agreement.

5.2 Deliveries by Buyers. At the Closing Buyers will deliver the following to Sellers:

(a) The Aggregate Purchase Price less the Escrow Payment in accordance with Section 3 and Section 4 hereof.

(b) The certificates and other documents contemplated by Section 8.5 hereof.

(c) The Escrow Agreement in respect of the Escrow Payment.

(d) The Dynamark Output and Supply Agreement.

(e) Duly executed instruments of assumption as may be reasonably requested by Sellers prior to the Closing Date.

(f) The license agreement referred to in Section 8.14.

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(g) The unpaid balance, if any, of the Interim Management Fee (as defined in Section 8.9).

(h) An acknowledgment of receipt of the Escrow Payment by the Escrow Agent.

(i) the Net Amount (as such term is defined in Section 8.9(b)) subject to the provisions of Section 8.9(b).

(j) the agreement of Murray (as hereinafter defined) in accordance with Section 8.24 hereof.

(k) All other documents, instruments and writings required to be delivered by the Buyers at or prior to the Closing Date pursuant to this Agreement.

6. Representations and Warranties of Sellers.

Canadian Parent, NOP Canada, Dynamark and U.S. Parent hereby jointly and severally represent and warrant to Tomkins PLC, Tomkins U.S., Sub and Murray Canada as follows:

6.1 Organization, Standing and Qualification of Sellers. Each of the Sellers, NOP U.S., and each Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and capacity to own, lease and operate its properties and assets and to conduct its business as it is now being conducted in all material respects. Each of NOP U.S., NOP Canada and each Subsidiary is duly licensed or qualified to do business and has made all material filings in each jurisdiction in which the conduct of its business or the ownership of its assets requires such qualification.

6.2 Authorization of Agreement. The execution and delivery of this Agreement and the other agreements and documents to be executed and delivered as contemplated hereby (collectively, the "Closing Documents") by each of the Sellers and the performance by Sellers of their obligations contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on behalf of each of the Sellers and no other corporate proceedings on the part of any of the Sellers is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Each of the Sellers has full

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legal capacity to execute and deliver this Agreement and the Closing Documents and to perform the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by each of the Sellers and is a valid and binding obligation of each of the Sellers enforceable against each of them in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 Subsidiaries. Schedule 6.3 sets forth the name of each Subsidiary, and with respect to NOP U.S. and each Subsidiary, sets forth the jurisdiction in which it is incorporated, the jurisdictions in which it is qualified or authorized to do business as a foreign corporation, and each class and number of shares of its authorized capital stock, the number of shares of each such class issued and outstanding and the parent corporation or stockholders of each such corporation. As of the Closing, each Subsidiary will be wholly owned by its respective parent corporation.

6.4 No Conflicts or Violation; Consents and Approvals.

(a) Except as set forth in Schedule 6.4(a) or described in Section 6.4(b), the execution and delivery of this Agreement and the Closing Documents, the performance by each of the Sellers of their respective obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby will not (i) violate or conflict with the certificate of incorporation or by-laws or comparable organizational documents of any of the Sellers, NOP U.S. or any of the Subsidiaries; (ii) conflict with, or result in a breach or termination of, or constitute a default or require any approval, waiver or consent of any party under, or give rise to any right of acceleration or right to increase the obligations or otherwise modify the terms of, any (A) material lease, agreement, contract, note, license, mortgage, commitment or other instrument, or (B) any order, judgment or decree of any court or Governmental Entity (as defined in Section 6.13), to which any of the Sellers, NOP U.S. or any of the Subsidiaries is a party or by which any of the Sellers, NOP U.S. or any of the Subsidiaries or any of their re-

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spective assets is bound; (iii) constitute a violation of any Law (as defined in Section 6.13) applicable to any of the Sellers, NOP U.S., the Canadian Business or any of the Subsidiaries or (iv) result in the creation of any Lien (as defined in Section 6.7) upon the properties or assets of any of the Sellers, NOP U.S., the Canadian Business or any of the Subsidiaries.

(b) Except as set forth on Schedule 6.4(b) and except for the filing and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), no material consent, waiver, registration, application, approval, permit, license, action or authorization of, or designation, declaration or filing with, or notice to, any third party or Governmental Entity (as defined in Section 6.13) is required on the part of any of the Sellers, NOP U.S. or any Subsidiary in connection with the execution and delivery of this Agreement and the Closing Documents and the consummation of the transactions contemplated hereby and thereby.

6.5 Corporate Records. The copies of the certificates of incorporation and by-laws (or comparable organizational documents) as amended through the date hereof of NOP U.S., NOP Canada and each Subsidiary have been delivered to Buyers and are complete and correct as of the date of this Agreement, and the minute books of each of the NOP U.S., NOP Canada and each Subsidiary that have been exhibited to Buyers are complete in all material respects and reflect all material action taken on or prior to the date of this Agreement by the respective boards of directors and shareholders of each of NOP U.S., NOP Canada and the Subsidiaries.

6.6 Capitalization. The U.S. Stock and the issued and outstanding shares of each Subsidiary listed on Schedule 6.3 are duly authorized, validly issued, fully paid, non-assessable and free of preemptive rights. Other than pursuant to this Agreement, there are, and on the Closing Date there will be, no outstanding options, warrants or rights of any kind to acquire any shares of the capital stock or any securities convertible into any shares of the capital stock or any such convertible securities of NOP U.S. or any Subsidiary (other than Dynamark), nor is there, nor on the Closing Date will there be, any obligation of NOP U.S. or any Subsidiary

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(other than Dynamark) to issue any such options, warrants, rights, shares or securities. None of NOP U.S. or any Subsidiary owns, and on the Closing Date none of NOP U.S., NOP Canada or any Subsidiary will own, any capital stock or other interests in any corporation or other entity (other than the ownership of shares of stock of a Subsidiary by NOP U.S., NOP Canada or another Subsidiary, as the case may be), nor is NOP U.S. or any Subsidiary subject to any obligations or requirements to make any investment in any corporation or other entity.

6.7 Ownership of the Stock.

Except as set forth on Schedule 6.7, U.S. Parent owns the U.S. Stock free and clear of any claim, levy, charge, pledge, hypothecation, trust, security interest, proxy, conditional sale or title retention contract, or other encumbrance or restriction of any kind (any of which being referred to as a "Lien").

6.8 Financial Information.

Attached as Schedule 6.8 are complete and correct copies of the unaudited balance sheets of each of NOP U.S., each of its Subsidiaries, NOP Canada and Dynamark, at December 31, 1991, December 31, 1992 and December 31, 1993, and the related statements of income for such fiscal years (or other period, if applicable, together with any notes, exhibits and schedules thereto). Each of the foregoing statements has been prepared from the books and records of each of the companies to which they relate as of the dates and for the periods indicated, and presents fairly the financial position, results of operations and cash flows of such companies as of the respective dates or periods thereof in accordance with Canadian generally accepted accounting principles consistently applied ("GAAP"). The consolidated balance sheet as of December 31, 1993 of each of NOP U.S. and NOP Canada is hereinafter referred to as the "U.S. December Balance Sheet" and the "Canadian December Balance Sheet," respectively (and together, the "December Balance Sheets"). Attached hereto as part of Schedule 6.8 is a general reconciliation of the U.S. December Balance Sheet and Canadian December Balance Sheet to United States generally accepted accounting principles consistently applied ("U.S. GAAP"). All amounts reflected on the Canadian December Balance Sheet are in United States dollars based on the exchange rate of

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Canadian dollars into United States dollars that was in effect on December 31, 1993 and quoted by Canadian Imperial Bank of Canada ("CIBC") as its mid-rate at noon.

6.9 Absence of Certain Events; No Material Adverse Change. Between December 31, 1993 and the date hereof, NOP U.S., NOP Canada and each Subsidiary has in all material respects conducted its business operations in the ordinary course of business and consistent with past practice, and there has not occurred any event or condition having, or likely to have, a material adverse effect on the business, prospects, conditions (financial or otherwise), assets or results of operations of any of NOP U.S., NOP Canada or any Subsidiary taken as a whole (a "Material Adverse Effect"). Without limiting the generality of the foregoing, since December 31, 1993, there has not occurred any of the events described in Sections 8.1(b); provided that Subsection 8.1(b)(i) shall be inapplicable solely to the representation contained in this last sentence of this Section 6.9.

6.10 Absence of Undisclosed Liabilities. Except as and to the extent reflected or disclosed (or adequately reserved for or against) in the Audited U.S. Effective Date Balance Sheet, or in the Audited Canadian Effective Date Balance Sheet, at Closing NOP U.S., NOP Canada and the Subsidiaries will not have any liabilities or obligations of any nature, whether known or unknown, secured or unsecured (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for liabilities or obligations which were incurred in the ordinary course of business consistent with past practice since March 4, 1994.

6.11 Other Agreements. Schedule 6.11 contains a list and description of all sales or purchases by Sellers, NOP U.S. or any Subsidiary of any business, or plant, or material amount of assets which were not sold in the ordinary course of Sellers', NOP U.S.'s, or any Subsidiary's business or which are not currently used in the ordinary course of their respective businesses, in each case which have occurred since January 1, 1987, and which involve (i) an obligation on behalf of Sellers, NOP U.S. or any Subsidiary to indemnify the other party thereto for liabilities in connection with such transaction, (ii) an obligation on behalf of the other party thereto to indemnify Sellers, NOP U.S. or any Subsidiary for liabili-

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ties in connection with such transaction, or (iii) the retention of any liabilities or obligations by Sellers, NOP U.S. or any Subsidiary in connection with such transaction. Complete and correct copies of any agreements or documentation relating to such sales have been delivered to Buyers.

6.12 Inventory; Receivables; Payables; Bank Accounts.

(a) Except as set forth on Schedule 6.12(a), the inventory of the businesses of NOP U.S., NOP Canada and the Subsidiaries are, as of the date hereof, and as of the Closing Date will be, in good and marketable condition, and are, and as of the Closing Date will be, saleable in the ordinary course of business and all items which are "work-in-process" conform, or when completed will conform, with all applicable standards of merchantability, including those specified in any contract relating to the production or purchase thereof. The Canadian Effective Date Balance Sheet will not reflect any inventory in respect of the "Snapper" account.

(b) Except as set forth on Schedule 6.12(b), all accounts and notes receivable reflected on the U.S. December Balance Sheet and Canadian December Balance Sheet and all accounts and notes receivable of NOP U.S., NOP Canada and their respective Subsidiaries arising since December 31, 1993, arose from bona fide transactions in the ordinary course of business consistent with good industry practice and the materials or services involved have, in all material respects, been provided to the account or note obligor, and such accounts and notes receivable constitute valid and enforceable claims. All accounts and notes receivable that will be reflected on the U.S. Effective Date Balance Sheet and Canadian Effective Date Balance Sheet (as defined in Section 8.8) will have arisen from bona fide transactions in the ordinary course of business consistent with good industry practice and the materials or services involved will have, in all material respects, been provided to the account or note obligor, and will constitute valid and enforceable claims. No accounts or notes receivables reflected on the Effective Date Balance Sheets will be forward dated more than one year. The account receivable from Snapper reflected on the Canadian Effective Date Balance Sheet will be good and collectible at the amount recorded thereof and is free

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of any setoff. The parties expressly acknowledge that no representation is being made with respect to the collectability of accounts and notes receivable to the extent it relates to the financial condition of the obligors of the accounts and notes receivable that are the subject of this Section 6.12(b) and Sellers have no knowledge at the Closing of any facts relating to such financial condition which should be reflected in the Effective Date Balance Sheets.

(c) Schedule 6.12(c) sets forth a complete list of all bank and savings accounts, certificates of deposit and safe deposit boxes of NOP U.S., NOP Canada and the Subsidiaries and those persons authorized to sign thereon.

6.13 Compliance with Laws. NOP U.S., NOP Canada, the Subsidiaries and their respective businesses have been and are presently being conducted in substantial compliance with all applicable material foreign (including without limitation Canadian) and United States federal, state, provincial and local ordinances, statutes, regulations and laws (collectively "Laws"). To the best knowledge of Sellers, NOP U.S. and the Subsidiaries, NOP U.S., NOP Canada, the Subsidiaries and their respective businesses have been and are presently being conducted in substantial compliance with all applicable Laws. Each permit, license, certificate, approval, order, authorization, registration, exemption, variance, consent or similar document or instrument issued or granted by any U.S., Canadian or foreign public, governmental or quasi-governmental body, official, officer or authority (each a "Governmental Entity") which is material to or necessary for the conduct of the businesses of NOP U.S., NOP Canada or the Subsidiaries or for the ownership, occupation, use and operation of their respective properties or assets (collectively, "Permits") is in full force and effect, no violations are or have been recorded in respect of any Permit, and no proceeding is pending or, to the best knowledge of any of the Sellers, threatened, to revoke, suspend or limit any Permit. None of such Permits will be revoked, invalidated, violated or otherwise adversely affected by the transactions contemplated by this Agreement. Complete and correct copies of the Permits have been delivered to Buyers by Sellers. Nothing in this Section 6.13 shall apply to any matter addressed in Section 6.15.

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6.14 Litigation; Product Liability.

(a) Except as described on Schedule 6.14(a) none of the Sellers, NOP U.S., or the Subsidiaries has received a notice of any judicial, administrative or arbitral actions, suits, claims, investigations or proceedings (public or private) pending and to the best knowledge of any of the Sellers, NOP U.S. and the Subsidiaries, no such action, suit, claim, investigation or proceeding is threatened, (i) against NOP U.S., NOP Canada or any Subsidiary or any of their respective assets or properties, other than individual claims which do not exceed, or are not reasonably expected to exceed, U.S.$20,000 individually or U.S.$50,000 in the aggregate or (ii) which seek to enjoin or obtain damages in respect of the consummation of the transactions contemplated hereby. There are no existing or, to the best knowledge of any of the Sellers and NOP U.S., threatened, orders, judgments, injunctions or decrees of any court or Governmental Entity against NOP U.S., NOP Canada or any Subsidiary that have not been fully performed or satisfied as of the date hereof.

(b) Except as set forth on Schedule 6.14(b), (i) there are no outstanding actions, suits, claims, notices, inquiries, investigations or proceedings pending or, to the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, threatened relating to product returns, product liability or product warranty with respect to any products or services of NOP U.S., NOP Canada or any Subsidiary, and Sellers, NOP U.S. and the Subsidiaries are not aware of any material facts that could reasonably be expected to give rise to any such actions, suits, claims, notices, inquiries, investigations or proceedings that would result in a Material Adverse Effect, (ii) since January 1, 1988, there has not been any product recall, and since January 1, 1991, there has not been any significant product retrofit, in each case relating to any products or services of NOP U.S., NOP Canada or any Subsidiary, (iii) no product recall or retrofit relating to any products or services of NOP U.S., NOP Canada or any Subsidiary is threatened, anticipated or required, (iv) except to the extent written down on the books of account of NOP U.S., NOP Canada or a Subsidiary, as the case may be, or reserved against in the U.S. Effective Date Balance Sheet or Canadian Effective Date Balance Sheet, each group of products designed, manufactured, sold, distributed,

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used or held in inventory by NOP U.S., NOP Canada or any Subsidiary (including, without limitation, all documentation furnished in connection therewith) is, subject to customary and reasonably tolerances, free from any significant defects in workmanship and materials, and conforms in all material respects with all customary and reasonable standards for products of such type, and (v) no Governmental Entity regulating the marketing, testing or advertising of any of the products designed, manufactured, sold, distributed or used in connection with the businesses of NOP U.S., NOP Canada or any Subsidiary has requested that any such product be removed from the market, that new product testing be undertaken as a condition to the continued manufacturing, selling, distribution or use of any such product or that such product be modified in a way likely to have a Material Adverse Effect on the sale, distribution or use of such product. Complete and correct copies of the standard, special and extended warranties provided by NOP U.S., NOP Canada and the Subsidiaries to their respective customers since January 1, 1990, and other related documents have been delivered or made available to Buyers.

6.15 Environmental Matters.

(a) Except as disclosed on Schedule 6.15(a), NOP U.S., its Subsidiaries and the Canadian Business are and have been in compliance in all material respects with, and there are no outstanding actions, suits, claims, proceedings or notices by any person or entity that any of them has not been in compliance in all material respects with, all applicable foreign, federal, state, provincial, municipal and local laws, regulations and rules (including common law relating to personal injury and damage to, or interference with, property), permits, licenses, certificates, approvals, consents, registrations and other governmental authorizations, judgments, decrees and orders relating to pollution, the preservation of the environment (including historical preservation and endangered species) and the emission, discharge, release or disposal of, or exposure to, materials (including noise, radiation and odors) in the environment or work place existing on or prior to the Closing Date ("Environmental Laws"), except for failures to be in compliance and notices of noncompliance which would not reasonably be expected to result in a loss of any kind to NOP U.S., its Subsidiaries and the Canadian Business in

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except of U.S.$10,000 individually or U.S.$25,000 in the aggregate, and neither Sellers, NOP U.S. nor the Subsidiaries has been notified by any Governmental Entity, and there is no basis for believing, that any material permit, license, certificate, approval, consent, registration or other governmental authorization under Environmental Laws ("Environmental Permit") of NOP U.S., its Subsidiaries or the Canadian Business may be modified, suspended or revoked, or that any Environmental Permit cannot be renewed, transferred, provided or otherwise obtained by the holders hereof in the ordinary course of business. Except as set forth on Schedule 6.15(a) no Environmental Permit will become void or voidable as a result of the consummation of the transactions contemplated hereby nor is any consent of any Governmental Entity or any other Person required by the transactions contemplated hereby in order to maintain any Environmental Permit in full force and effect. All Environmental Permits (including all financial assurance required thereunder) required to be held or provided by NOP U.S., its Subsidiaries and the Canadian Business are listed in Schedule 6.15(a), and except as set forth on Schedule 6.15(a) have been obtained and are valid and in full force and effect.

(b) Except with respect to the matters specified in Section 13(e), and except as set forth on Schedule 6.15(b) there are no past or present actions, conditions or occurrences that occurred or existed on or prior to the Closing Date that could form the basis of any claim as of the Closing Date in excess of U.S.$10,000 individually or U.S.$25,000 in the aggregate, if resolved against Sellers, under Environmental Laws against, or liability or obligation under such laws of, NOP U.S., its Subsidiaries, the Canadian Business or, to the best knowledge of Sellers, NOP U.S. or any Subsidiary, against or of any person or entity whose liability for such claim, liability or obligation may have been retained or assumed by NOP U.S., NOP Canada or any Subsidiary under contract or law. Without limiting the foregoing, Schedule 6.15(b) contains a list of (x) all underground storage tanks (including tanks that have been closed or removed) that at any time have been owned, leased or operated by NOP U.S., NOP Canada or any Subsidiary at the Nutmeg Properties (as defined in Section 6.18) or any other location, (y) all locations on any of the Nutmeg Properties, or on any other property operated by or for NOP U.S., its Subsidiaries or the Canadian Business, at which there is known or sus-

pected friable, or damaged non-friable, asbestos-containing material, urea formaldehyde foam insulation or polychlorinated biphenyls, and (z) all contracts, agreements, transactions, judgments, orders and decrees (including consent orders and decrees), which may at any time impose liability on, or result in Damages (as defined in Section 13(b)) to, NOP U.S., its Subsidiaries or the Canadian Business under Environmental Laws.

(c) Sellers, NOP U.S. and the Subsidiaries have provided Buyers copies of all final or most recent draft of environmental reports, investigations and studies in their possession or control relating to any property currently or formerly owned, leased or operated by NOP U.S., the Subsidiaries or the Canadian Business and for any other property for which NOP U.S., its Subsidiaries or the Canadian Business may have any liability or obligation under Environmental Laws (including as assumed by contract), and have identified all other such final or most recent draft of environmental reports, investigations and studies not in their possession or control of which they have knowledge.

(d) To the best knowledge of Sellers, NOP U.S. and the Subsidiaries, Schedule 6.15(d) identifies all material costs for which Sellers have received or prepared specific invoices or cost estimates incident to compliance with Environmental Laws, incurred by NOP U.S., NOP Canada or the Subsidiaries for each of the years 1993 and 1994 prior to the Closing Date, or reasonably expected to be incurred for 1994.

(e) Except as disclosed in Schedule 6.15(e), at any time during the past eight years (i) none of the Sellers, NOP U.S. or any Subsidiary has been charged with or convicted of an offence for non-compliance with any Environmental Laws or has been fined or otherwise sentenced or has settled any prosecution short of conviction with respect to any noncompliance with any Environmental Laws and (ii) none of the Sellers, NOP U.S. or any Subsidiary has received any notice of judgment or commencement of proceedings of any nature or, to the best knowledge of Sellers, NOP U.S. and the Subsidiaries, is under investigation related to any breach or alleged breach of Environmental Laws.

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(f) The Sellers represent that they will, subject to Section 13(d), accept responsibility that all persons hired or contracted by NOP U.S., NOP Canada or any Subsidiary to remove, handle, store, treat, process, transport or dispose of any hazardous, toxic or dangerous substance or any other material which may pollute or contaminate the environment have had all Environmental Permits required to perform the services for which they were hired or contracted.

(g) Except as disclosed in Schedule 6.15(g), (i) none of the Sellers, NOP U.S. or any Subsidiary has received any written notice, claim, order or other communication, written or oral, that NOP U.S., NOP Canada or any Subsidiary is potentially responsible for any cleanup, remediation or corrective action under any Environmental Laws, (ii) none of the Sellers, NOP U.S. or any Subsidiary has received any written request from a Governmental Entity for information with respect to the disposal of hazardous substances or solid or hazardous waste (as defined under Environmental Laws), on, at or under any of the Nutmeg Properties or the existence of a hazardous substance or solid or hazardous waste (as defined under Environmental Laws) disposal site on, at or under any of the Nutmeg Properties, (iii) none of the Sellers, NOP U.S. or any Subsidiary has received any written notice of or has knowledge that any part of the Nutmeg Properties has been used by anyone, including NOP U.S., NOP Canada or any Subsidiary, for the disposal of hazardous substances or solid or hazardous waste (as defined under Environmental Laws) and (iv) none of NOP U.S., NOP Canada or any Subsidiary has used any ozone depleting substance as a propellant or has used any equipment in a designated class containing any ozone depleting substance in violation of any Environmental Laws.

(h) Except as disclosed in Schedule 6.15(h), (i) none of the Sellers, NOP U.S. or any Subsidiary, having made due inquiry and investigation, knows of any emission, discharge or release of any substance from any property that could have a material adverse effect on any of the Nutmeg Properties and (ii) to the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, no property adjacent to any of the Nutmeg Properties has been used for the disposal, processing or treatment of hazardous substances or solid or hazardous wastes (as

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defined under Environmental Laws), other than in compliance with Environmental Laws.

6.16 Improper Payments. To the best knowledge of Sellers, NOP U.S. and the Subsidiaries, none of the Sellers, NOP U.S., any Subsidiary, nor any director, officer, agent, employee or other Person acting on behalf of NOP U.S., NOP Canada or any Subsidiary has used any corporate or other funds for unlawful contributions, gifts or entertainment with respect to customers or suppliers of NOP U.S., NOP Canada or any Subsidiary, or has made any unlawful expenditures relating to political activity of governmental officials or others or established or maintained any unlawful or unrecorded funds. To the best knowledge of Sellers, NOP U.S. and the Subsidiaries, none of the Sellers, NOP U.S. or any Subsidiary nor any director, officer, agent, employee or other Person acting on behalf of NOP U.S., NOP Canada or any Subsidiary has accepted or received any unlawful contributions, payments, gifts or expenditures. The term "Person" shall mean an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a Governmental Entity or any other entity of whatever nature.

6.17 Assets.

(a) NOP U.S., NOP Canada and the Subsidiaries own or have the right to use all the assets and property, real and personal, tangible and intangible, currently used or reasonably necessary for the conduct of their businesses as presently being conducted and the transfer of the U.S. Stock to Tomkins U.S. and the Canadian Business to Murray Canada will enable Buyers to conduct such businesses after the Closing as Sellers have conducted such businesses prior to the Closing. Following the Closing Sellers and their affiliates will not own or have the right to use any assets used in the Canadian Business or by NOP U.S. other than tradenames, trademarks and intellectual property rights licensed to NOP U.S., NOP Canada or a Subsidiary and disclosed on Schedule 6.21.

(b) Except as set forth on Schedule 6.17(b), as of the date of this Agreement (i) NOP U.S. and its Subsidiaries have good and marketable title to all fixed assets reflected in the U.S. December Balance Sheet and U.S. Effective Date Balance Sheet, respectively and

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(ii) NOP Canada and its Subsidiaries have good and marketable title to all fixed assets reflected in the Canadian December Balance Sheet and Canadian Effective Date Balance Sheet, respectively, and as of the Closing NOP U.S. and its Subsidiaries and Murray Canada will have good and marketable title to all fixed assets reflected in the U.S. Audited Effective Date Balance Sheet and Canadian Audited Effective Date Balance Sheet (and any assets acquired since March 4, 1994), respectively, in each case free and clear of any and all Liens except for Permitted Encumbrances and any assets sold in the ordinary course of business consistent with past practice since March 4, 1994. Except as disclosed in Schedule 6.17(b) all such assets and all assets leased by NOP U.S., NOP Canada and the Subsidiaries are in working condition and in a state of good maintenance and repair (subject to wear and tear from ordinary use and except for such owned machinery not currently in use as has been written down to a nominal amount on the Effective Date Balance Sheets), and are suitable for the purposes for which they are intended or for which they have been used. "Permitted Encumbrances" shall mean Liens, security interests or other encumbrances of any nature which (i) are reflected on the Effective Date Balance Sheets, (ii) relate to current taxes not yet due or being contested in good faith by appropriate proceedings, (iii) are imposed by law, such as carriers' warehousesmen's and mechanics' liens, with respect to which the underlying obligations are not delinquent, or (iv) do not detract from the value or materially interfere with the present use of any such property and do not secure obligations for borrowed money or the deferred portions of the purchase price of acquired property other than as reflected on the Effective Date Balance Sheets.

6.18 Real Property.

(a) Schedule 6.18(a)(i) sets forth a complete list of all real property and interests in real property owned in fee by NOP U.S. and NOP Canada or any of the Subsidiaries (individually, an "Owned Property"); and Schedule 6.18(a)(ii) sets forth a complete list of all real property and interests in real property leased by NOP U.S. and NOP Canada or any of the Subsidiaries (individually, a "Leased Property"), as lessee, including all modifications, amendments or supplements to such leases (the "Leases"). Other than the Owned Properties in the possession of Sellers, NOP U.S. or the Subsidiaries and the

Leased Properties listed on Schedules 6.18(a)(i) and 6.18(a)(ii), as of the Closing neither NOP U.S., NOP Canada nor any of the Subsidiaries will own or lease any real property or interests in real property. Complete and correct copies of (i) the deeds, title reports and surveys for the Owned Properties in the possession of Sellers, NOP U.S. or the Subsidiaries and (ii) the Leases have been delivered to Buyers by Sellers. The Leases have not been, and will not prior to the Closing, be modified, amended or supplemented except with the Buyers' prior written consent which will not be unreasonably withheld. NOP U.S., NOP Canada or a Subsidiary, as the case may be, has (x) good and marketable fee simple title to all Owned Properties and (y) good and marketable title to the leasehold estates in all Leased Properties (an Owned Property or Leased Property sometimes referred to herein individually as a "Nutmeg Property" and collectively as "Nutmeg Properties"), in each case free and clear of all Liens of any nature except for the Liens set forth on Schedules 6.18(a)(i) and 6.18(a)(ii) and except for Permitted Encumbrances. As of the Closing Date, the Buyers will have exclusive and undisturbed possession of the Nutmeg Properties.

(b) None of the Owned Properties or Leased Properties is leased or subleased by NOP U.S., NOP Canada or any Subsidiary as landlord or sublessor, as the case may be.

(c) To the best knowledge of NOP U.S., its Subsidiaries and the Sellers, each Nutmeg Property complies in all material respects with all material applicable Laws, and no notice of violation of any such Law has been received by Sellers, NOP U.S. or any Subsidiary or, to the best knowledge of Sellers, NOP U.S. and the Subsidiaries has been issued by any Governmental Entity with respect to any Nutmeg Property, which violation, if not remedied, would prevent, hinder or impair the ability of the Buyers to use such Nutmeg Property.

(d) To the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, no portion of or interest in any Nutmeg Property is subject to any building or use restrictions (public or otherwise) that would restrict or prevent the continuation of the present use and operation of such Nutmeg Property. No use of any Nutmeg Property in Canada is a legal non conforming use.

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(e) To the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, all of the Nutmeg Properties, and all components of all improvements included within the Nutmeg Properties, including, without limitation, the roofs and structural elements thereof and the sprinkler and fire protection, heating, ventilation, air conditioning, plumbing, electrical, mechanical, sewer, waste water, storm water, paving and parking equipment, systems and facilities included therein, are in sufficient condition, working order and repair and do not require material repair or replacement in order to serve their intended purpose, and are in substantial compliance with all federal, provincial, state and local building codes and regulations. To the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, all water, gas, electrical, steam, compressed air, telecommunications, sanitary and storm sewage lines and systems and other similar systems serving the Nutmeg Properties are installed and operating and are sufficient to enable the Nutmeg Properties to continue to be used and operated in the manner currently being used and operated, and are in substantial compliance with all federal, provincial, state and local building codes and regulations. As of the Closing Date, Sellers, NOP U.S. or the Subsidiaries shall have made all repairs and replacements required under the Leases to be made by any of Sellers, NOP U.S. or any Subsidiary.

(f) There are adequate rights of ingress and egress to and from the Nutmeg Properties for the operation of the businesses of NOP U.S., its Subsidiaries and the Canadian Business as presently conducted.

(g) Except as specifically referred to in this Agreement or the Schedules hereto, none of NOP U.S., NOP Canada nor any Subsidiary has entered into any contract, arrangement or understanding with respect to the future ownership, development, use or occupancy of any real property or interest in real property.

(h) NOP U.S., NOP Canada and the Subsidiaries have all material certificates of occupancy and Permits of any Governmental Entity necessary for the current use and operation of each Nutmeg Property. To the best knowledge of Sellers, NOP U.S. and its Subsidiaries, no default or violation, or event that with the lapse of time or giving of notice or both would become a default or violation, has occurred in the due observance of any

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Permit. To the best knowledge of the Sellers, NOP U.S. and its Subsidiaries, all such Permits are in full force and effect without further consent or approval of any Person. None of the Sellers, NOP U.S. nor any Subsidiary has received any notice from any source to the effect that any material Permit required is lacking in connection with the current use or operation of any Nutmeg Property.

(i) There does not exist any actual or, to the best knowledge of Sellers, NOP U.S. and the Subsidiaries, threatened condemnation or eminent domain or expropriation proceedings that affect any Nutmeg Property or any part thereof, and none of the Sellers, NOP U.S. or any Subsidiary has received any notice, oral or written, of the intention of any Governmental Entity or other Person to take or use all or any part thereof.

(j) None of the Sellers, NOP U.S. or any Subsidiary knows of any actual or pending imposition of any assessments for public improvements with respect to any Nutmeg Property and, to the best knowledge of Sellers NOP U.S. and the Subsidiaries, no such improvements have been constructed or planned that would be paid for by means of assessments upon any Nutmeg Property.

(k) No labor has been performed or material furnished for any portion of any Nutmeg Property for which any Lien having a value in excess of $U.S.25,000 in the aggregate can be claimed.

(l) To the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, no improvements constituting a part of any Nutmeg Property encroach on real property not owned or leased by NOP U.S., NOP Canada or the Subsidiaries.

(m) No Nutmeg Property or portion thereof has suffered any material damage by fire or other casualty that has not heretofore been substantially restored to its original condition. To the best knowledge of Sellers, NOP U.S. and its Subsidiaries, no portion of any Nutmeg Property is located in a special flood hazard area as designated by any Governmental Entity.

(n) None of the Sellers, NOP U.S. or any Subsidiary has received any written notice from any insurance company that has issued a policy with respect to any

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Nutmeg Property requiring performance of any structural or other repairs or alterations to such Nutmeg Property.

6.19 Contracts; Suppliers; Representatives and Distributors.

(a) Other than purchase and sale orders in the ordinary course of business for less than U.S.$100,000, Schedule 6.19 lists and describes in reasonable detail all commitments or agreements, covenants, understandings, undertakings, contracts and instruments of any kind, whether oral or written, involving any of the following: (i) an outstanding commitment in excess of U.S.$50,000, (ii) a commitment in excess of U.S.$100,000 that cannot be terminated upon 30 days' notice without penalty, (iii) an employment agreement, (iv) a consulting agreement, (v) a distributorship or agency agreement, (vi) a non-competition agreement, (vii) a license or royalty agreement, (viii) an equipment lease, (ix) a confidentiality agreement or (x) any other material obligation, to which NOP U.S., NOP Canada or any Subsidiary or any of their respective assets is bound, or will be bound as of the Closing, including any modifications, amendments or supplements thereto (collectively, the "Contracts"). Complete and correct copies of the written Contracts have been delivered or made available to Buyers by Sellers.

(b) Except as set forth in Schedule 6.19, each of the Contracts and Leases is in full force and effect and is valid, binding and enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and except for immaterial breaches or defaults which will not result in the termination of or any liability under any of the Contracts or give rise to any right to terminate any of the Contracts there is no default under any Contract or Lease by NOP U.S., NOP Canada or any Subsidiary, or to the best knowledge of each of the Sellers, NOP U.S. and the Subsidiaries, by any other party thereto, and, to the best knowledge of the Sellers, NOP U.S. and the Subsidiaries no event has occurred which, with notice, lapse of time or both, would constitute a default thereunder. No previous or current party to any Contract or

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Lease has given notice of or made a claim with respect to any breach or default thereunder.

(c) Except as set forth in Schedule 6.19, with respect to Contracts or Leases that were assigned or subleased to NOP U.S., NOP Canada or any Subsidiary by a third party, all necessary consents to such assignments or subleases have been obtained and are in full force and effect and none of the Sellers, NOP U.S. or any Subsidiary has received notice that any such third party's acts or omissions has given rise to any breach of the underlying lease or sublease to which it is a party.

(d) Schedule 6.19(d) sets forth a complete and correct list of the following during each of the last three full fiscal years: (i) the top ten suppliers of each of NOP U.S. and NOP Canada by purchases and the purchases from each such supplier during such periods; and (ii) the top ten manufacturers' representatives and distributors of each of NOP U.S. and NOP Canada by revenue and the sales to each such representative and distributor during such periods.

6.20 Insurance.

(a) Schedule 6.20 hereto consists of a book describing certain insurance related matters. Such book is true and correct. To the best knowledge of Sellers, NOP U.S. and the Subsidiaries, all of its policies of insurance are binding upon the issuers thereof (each of whom is reputable and creditworthy) in accordance with their respective terms, are in full force and effect, all premiums with respect thereto concerning all periods up to and including the Closing Date have been paid and no notice of cancellation or termination has been received with respect to any such policy. All such policies will remain in full force and effect for occurrences prior to the Closing without the payment of additional premiums and none of the policies contain a provision that would permit the termination, limitation, lapse, or change in the terms of coverage by reason of the consummation of the transactions contemplated by this Agreement.

(b) Sellers maintain, and through the Closing Date will maintain, the insurance policies listed on Schedule 6.20. In the three years preceding the date of this Agreement, none of the Sellers, NOP U.S., NOP

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Canada nor any Subsidiary has been refused any insurance with respect to the assets or the operations of the businesses to be transferred to the Buyers pursuant to this Agreement or had its coverage limited by any insurance carrier to which it has applied for any such insurance or with which it has carried such insurance.

6.21 Intellectual Property. Schedule 6.21 contains a true, complete and correct list of (a) each issued patent, registered industrial design, registered copyright, registered trademark, registered service mark and registered business style (including each registration thereof and pending application for any of the foregoing) which is owned or used by NOP U.S., NOP Canada or any Subsidiary, and (b) each unregistered copyright (including proprietary computer software), trade secret, know-how, invention, trademark, design, service mark, trade name, brand name and logo which is owned or used by and which is material to the businesses of NOP U.S., NOP Canada or any Subsidiary (collectively with the items referred to in clause (a) above, "Intellectual Property"), and in each case indicating whether such Intellectual Property is owned or used pursuant to a license or other agreement (and indicating the owner thereof), and each license, sub-license or other material agreement relating thereto. Complete and correct copies of documents evidencing the Intellectual Property and each license, sublicense or other material agreement relating thereto have been delivered to Buyers by Sellers. Except as set forth on Schedule 6.21 and to the best of Sellers' knowledge, the registered Intellectual Property owned by the Sellers, NOP U.S. or the Subsidiaries is valid and enforceable. With respect to all registered and, as set forth on Schedule 6.21, material unregistered trademarks, service marks, trade names, logos and any other source identifiers owned or used by NOP U.S., NOP Canada or any Subsidiary [but excluding those owned by third parties] (the "Trademarks"), (i) the Trademarks have, save as provided in Schedule 6.21, been in use by NOP U.S., NOP Canada or any Subsidiary ~~since their adoption by said entities~~, (ii) NOP U.S., NOP Canada or any Subsidiary know of no prior use of the Trademarks (or of any source identifier substantially similar thereto) by any third party which would confer upon said third party superior rights in and to the Trademarks, save as provided in Schedule 6.21, (iii) NOP U.S., NOP Canada or any Subsidiary have policed the Trademarks against third party infringement, and (iv) the registered Trademarks have been used in the form of mark

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appearing on, and in connection with the goods and services listed on their respective registration certificates save as provided in Schedule 6.21. No registration of a Trademark prosecuted by Sellers or, to the best of the knowledge of the Sellers, no registration of Trademark acquired from a third party and no patent owned by Sellers was fraudulently obtained, and no registration or patent has lapsed, expired, or been abandoned, or is subject to any pending or, to the best knowledge of NOP U.S., NOP Canada or any Subsidiary, threatened opposition or cancellation proceeding before the United States Patent and Trademark Office or any other registration authority. Except as set forth on Schedule 6.21, NOP U.S., NOP Canada and the Subsidiaries in the aggregate solely and exclusively own, free and clear of all Liens, or have a valid right to use, and following the Closing NOP U.S., its Subsidiaries and Murray Canada, as the case may be, will own, free and clear of all Liens, or subject to the receipt of requisite consents, will have the valid right to use, all Intellectual Property. To the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, and save as provided in Schedule 6.21, there are no infringements of the Intellectual Property by third parties. Save as provided in Schedule 6.21, no claim is pending, or to the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, threatened, asserting that (A) the business and operations of NOP U.S., NOP Canada or any Subsidiary infringe upon, conflict with, are adverse to, impair or otherwise constitute the direct or indirect appropriation of, the actual or asserted rights, title or interest under or in respect of any intellectual property of any other person or entity or (B) any Intellectual Property rights owned by or licensed ~~or sub-licenced~~ to, NOP U.S., NOP Canada or the Subsidiaries, or which any of them otherwise has the ~~right~~ to use or appropriate, are invalid or unenforceable by NOP U.S., NOP Canada or the Subsidiaries, as the case may be; and to the best knowledge of Sellers, NOP U.S. and the Subsidiaries, no basis for any such claim exists. The consummation of the transactions contemplated by this Agreement and the Closing Documents will not result in the loss or impairment of any of the Intellectual Property or any license, sub-license or other agreement relating thereto, provided all requisite consents are obtained. All consents, filings, and authorizations necessary with respect to the consummation of this transaction as it may affect the Intellectual Property have been obtained or will be obtained prior to or as soon as

by a Seller or an affiliate thereof

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practical after the Closing, provided that the consents listed in sub-sections B. 11 and B. 22 on Exhibit A to Schedule 6.4(a) shall be obtained at or prior to the Closing.

6.22 Tax Returns and Tax Reports.

(a) For purposes of this Agreement, each reference to:

(i) "Code" shall mean the Internal Revenue Code of 1986, as amended;

(ii) "Tax Group" shall mean an affiliated group, within the meaning of Section 1504 of the Code or any corresponding provision under state, local, Canadian or other foreign law (including any combined, aggregate or united group), of which any of NOP U.S. or the U.S. Subsidiaries is or has been a member;

(iii) "Tax Return" shall mean any return, report, information return, or other document (including elections, declarations, disclosures, schedules, estimates, and other returns or supporting documents) with respect to Taxes;

(iv) "Taxes" shall mean all taxes and other imposts, levies, assessments, duties, fees or charges imposed or required to be collected by any federal, state, provincial, territorial, municipal, local or foreign governmental authority or subdivision thereof, including, without limitation, income taxes, franchise taxes, gross receipt taxes, sales and use taxes, goods and services taxes, transfer taxes, wage taxes (including social security taxes, unemployment, insurance, and disability and workers' compensation taxes contributions or premiums, employer health taxes and Canada Pension Plan contributions), wage and other withholding taxes, excise taxes, occupancy taxes, license taxes, real and personal property taxes, customs and import duties, and taxes imposed on or measured by capital, in each case together with any penalties or additions to such taxes or interest thereon; and

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(v) "U.S. Subsidiaries" shall mean, solely for purposes of this Section 6.22, any direct or indirect subsidiary corporation of NOP U.S.

(b) Except as specifically described on Schedule 6.22(b), (i) each of the U.S. Parent, NOP U.S., the U.S. Subsidiaries, and the Tax Groups has filed or caused to be filed in a timely manner all Tax Returns required to be filed on or prior to the Closing Date and such Tax Returns are true, complete and correct in all material respects; (ii) all Taxes which are due and payable from each of U.S. Parent, NOP U.S., the U.S. Subsidiaries, and the Tax Groups have been or will be timely paid in full; (iii) there are no Liens with respect to Taxes against any property or assets of NOP U.S., the U.S. Subsidiaries, or the Canadian Business, other than statutory Liens for current Taxes not yet due; (iv) all Taxes not yet due and payable by any of U.S. Parent, NOP U.S., the U.S. Subsidiaries or the Tax Groups that have accrued with respect to all periods prior to and through the close of business on December 31, 1993, have been adequately reserved for on the U.S. December Balance Sheet, as the case may be; (v) since the respective dates of the U.S. December Balance Sheet, none of U.S. Parent, NOP U.S. or the U.S. Subsidiaries has incurred any liability for Taxes, either individually or in the aggregate, that would have a material adverse affect on the business, assets, or financial condition of any of such entities or businesses or other than in the ordinary course of business; and (vi) the jurisdictions in which Tax Returns for the three most recent taxable years and through the Closing Date are or have been filed by or on behalf of any of the U.S. Parent, NOP U.S., the U.S. Subsidiaries, and the Tax Groups are listed on Schedule 6.22(b);

(c) Except as specifically described on Schedule 6.22(c), (i) there is no pending action or proceeding by any Tax authority against any of the U.S. Parent, NOP U.S., or the U.S. Subsidiaries or the Tax Groups for the assessment or collection of Taxes for which NOP U.S., or the U.S. Subsidiaries is or may be directly or indirectly liable, and (ii) none of the U.S. Parent, NOP U.S., the U.S. Subsidiaries or any Tax Group is or has been involved in or is or has been a party to any action or proceeding by any Tax authority with respect to Taxes for which NOP U.S. or the U.S. Subsidiaries is or may be

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directly or indirectly liable for any Tax period for which the applicable statute of limitations has not yet expired;

(d) Except as specifically described on Schedule 6.22(d), none of the Tax Returns of the U.S. Parent, NOP U.S., the U.S. Subsidiaries, or the Tax Groups is currently being audited or examined by any taxing authority (other than Tax Returns of the U.S. Parent or the Tax Groups with respect to which none of NOP U.S. or the U.S. Subsidiaries has or may incur, directly or indirectly, any liability for Taxes, for which no representation or warranty is being hereby made);

(e) Except as specifically described on Schedule 6.22(e), all Tax Returns of each of the U.S. Parent, NOP U.S., the U.S. Subsidiaries, and the Tax Groups (including without limitation the consolidated U.S. federal income Tax Returns of the affiliated group which includes NOP U.S. and the U.S. Subsidiaries, any state Tax Return filed by or on behalf of NOP U.S. or any of the U.S. Subsidiaries) have been audited by the appropriate Tax authorities or are closed by the applicable statute of limitations (other than Tax Returns of the U.S. Parent or the Tax Groups with respect to which none of NOP U.S. or the U.S. Subsidiaries has or may incur, directly or indirectly, any liability for Taxes, for which no representation or warranty is being hereby made);

(f) Each of NOP U.S., NOP Canada, Dynamark and the Subsidiaries has complied, and will throughout the Interim Period have complied, with all applicable Laws (as defined in Section 6.13) relating to the payment, collection and withholding of Taxes and each has, and will throughout the Interim Period have, timely collected, withheld and paid over to the proper Tax authorities all amounts required to be so collected, withheld and paid over for all periods under all applicable Laws; and neither NOP Canada nor Dynamark is, or has been, subject to taxation outside Canada.

(g) Except as specifically described on Schedule 6.22(g), none of the U.S. Parent, NOP U.S., the U.S. Subsidiaries or the Tax Groups has executed or filed with any Tax authority any agreement or other document that is currently in force extending or having the effect of extending the period for assessment or collection of any Taxes for which NOP U.S. or the U.S. Subsidiaries is

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or may be directly or indirectly liable. No issue has been raised by any Tax Authority with respect to any of the U.S. Parent, NOP U.S., or the U.S. Subsidiaries or the Tax Groups that would individually or in the aggregate have a material adverse effect on the business, assets or financial condition of any of NOP U.S. or the U.S. Subsidiaries;

(h) Except as specifically described on Schedule 6.22(h), no property owned by U.S. Nutmeg or any of the U.S. Subsidiaries is property that any of Tomkins U.S., NOP U.S., or any of the U.S. Subsidiaries, is or will be required to treat as being owned by another person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, or is "tax-exempt use property" within the meaning of Section 168(h) of the Code;

(i) Except as set forth on Schedule 6.22(i), none of NOP U.S., the U.S. Subsidiaries or the Canadian Business is a party to any agreement providing for the allocation or sharing of Taxes;

(j) The adjusted basis as determined for U.S. federal and state Tax purposes, of indebtedness held by U.S. Parent in NOP U.S. or the U.S. Subsidiaries is equal to the face amount thereof;

(k) None of the U.S. Subsidiaries has agreed to or been required to make any adjustment pursuant to Section 481(a) of the Code by reason of any change in accounting method initiated by any of U.S. Parent or NOP U.S.; none of U.S. Parent, NOP U.S. or the U.S. Subsidiaries has any knowledge that the Internal Revenue Service has proposed any such adjustment or change in accounting method with respect to any of the U.S. Subsidiaries; and none of U.S. Parent, NOP U.S. or the U.S. Subsidiaries has any application pending with any Tax authority requesting permission for any changes in accounting methods that relate to the business, assets or operations of the U.S. Subsidiaries;

(l) The net operating losses of NOP U.S. and the U.S. Subsidiaries attributable to periods prior to and through the Closing Date, as determined for Tennessee state Tax purposes, were incurred in connection with the

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operations of NOP U.S. and its Subsidiaries for such periods, have been reflected in the Tennessee state Tax Returns filed by or for such entities for the taxable periods to which such net operating losses relate, and at the Closing Date are available in full;

(m) Each of NOP U.S. and each of the U.S. Subsidiaries is, and for at least the five taxable years preceding the Closing Date has been, an includible member of the "affiliated group" (within the meaning of Section 1504 of the Code) of which U.S. Parent is the parent which has filed United States consolidated federal income Tax Returns; and

(n) NOP Canada and Dynamark are not, and at the Closing Date will not be, nonresidents of Canada within the meaning of the Income Tax Act (Canada);

(o) NOP Canada and Dynamark are, and at the Closing Date will be, registrants for purposes of the goods and services tax imposed under the Excise Tax Act (Canada).

6.23 Employee Benefits; ERISA Matters.

(a) Schedule 6.23(a) contains a complete and correct list of each bonus, deferred compensation, incentive compensation, stock purchase, stock option, restricted stock, thrift, savings, employee stock ownership, stock bonus, severance or termination pay, hospitalization or other medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension, or retirement plan, program, agreement or arrangement, all employment or severance contracts and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by NOP U.S. or any United States Subsidiary, or by any trade or business within the jurisdiction of the United States, whether or not incorporated (an "ERISA Affiliate"), that together with NOP U.S., NOP Canada or any Subsidiary would be deemed a "single employer" within the meaning of section 4001 of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("ERISA"), for the benefit of any employee or terminated employee of NOP U.S. or any United States Subsidiary, whether formal or informal and whether legally binding or not (the "Nut-

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or informal and whether legally binding or not (the "Nutmeg Plans"). Schedule 6.23(a) identifies each of the Nutmeg Plans that is an "employee benefit plan," as that term is defined in section 3(3) of ERISA (such plans being hereinafter referred to collectively as the "Nutmeg ERISA Plans"). None of NOP U.S., any United States Subsidiary nor any ERISA Affiliate has any formal plan or commitment, whether legally binding or not, to create any additional Nutmeg Plan or modify or change any existing Nutmeg Plan that would affect any employee or terminated employee of NOP U.S., or any United States Subsidiary or any ERISA Affiliate.

(b) With respect to each Nutmeg Plan, Sellers have heretofore delivered to Buyers complete and correct copies of each of the following documents:

(i) a copy thereof (including all amendments thereto);

(ii) a copy of the annual report, if required under ERISA, with respect thereto for the last three years;

(iii) a copy of the actuarial report, if required under ERISA, with respect thereto for the last three years and the most recent report required by and in accordance with Statement of Financial Accounting Standards No. 87, Employers' Accounting for Pensions;

(iv) a copy of the most recent Summary Plan Description, together with each Summary of Material Modifications, required under ERISA with respect thereto and all material written communications to employees or former employees with respect thereto;

(v) if the plan is funded through a trust or any third party funding vehicle, a copy of the trust or other funding agreement (including all amendments thereto) and the latest financial statements thereof; and

(vi) the most recent determination letter received from the Internal Revenue Service

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with respect to each Plan that is intended to be qualified under section 401 of the Code.

(c) Except as set forth on Schedule 6.23(c), no liability under Title IV of ERISA has been incurred by NOP U.S., or any United States Subsidiary or any ERISA Affiliate since the effective date of ERISA that has not been satisfied in full, and no condition exists that presents a material risk to NOP U.S., or any United States Subsidiary or any ERISA Affiliate of incurring a liability under such Title, other than liability for premiums due the Pension Benefit Guaranty Corporation ("PBGC") (which premiums have been paid when due). To the extent this representation applies to section 4064, 4069 or 4204 of Title IV of ERISA, it is made not only with respect to each Nutmeg ERISA Plan and the ERISA plans of any ERISA Affiliate but also with respect to any employee benefit plan, program, agreement or arrangement subject to Title IV of ERISA to which NOP U.S., any United States Subsidiary or any ERISA Affiliate made, or was required to make, contributions during the five (5) year period ending on the last day of the last plan year ending on or before the Closing.

(d) The PBGC has not instituted proceedings to terminate any Nutmeg ERISA Plan that is not a "multiemployer pension plan" (as that term is defined in Section 3(37) of ERISA) nor any ERISA plan of any ERISA Affiliate that is not a multiemployer plan and no condition exists that presents a material risk that such proceedings will be instituted.

(e) Except as set forth on Schedule 6.23(e), with respect to each Nutmeg ERISA Plan that is not a multiemployer plan and each ERISA Plan of any ERISA Affiliate that is not a multiemployer plan and, in each case, which is subject to Title IV of ERISA, neither (i) the present value of accrued benefits under such plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such plan's actuary with respect to such plan nor (ii) the "benefit liabilities" (as defined in section 4001(a)(18) of ERISA) thereunder, exceeded, as of its latest valuation date, the then current value of the assets of such plan allocable to such accrued benefits.

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(f) None of the Sellers, NOP U.S. or any United States Subsidiary nor any ERISA Affiliate, nor any Nutmeg ERISA Plan that is not a multiemployer plan or any ERISA Plan of any ERISA Affiliate, that is not a multiemployer plan nor any trust created thereunder, nor any trustee or administrator thereof has engaged in a transaction in connection with which NOP U.S., or any United States Subsidiary or any ERISA Affiliate, any Nutmeg ERISA Plan that is not a multiemployer plan, any ERISA Plan of any ERISA Affiliate that is not a multiemployer plan, or any such trust could be subject to either a material civil penalty assessed pursuant to section 409 or 502(i) of ERISA or a material tax imposed pursuant to section 4975 or 4976 of the Code.

(g) No Nutmeg ERISA Plan that is not a multiemployer plan nor any ERISA plan of any ERISA Affiliate that is not a multiemployer plan or any trust established thereunder has incurred any "accumulated funding deficiency" (as defined in section 302 of ERISA and section 412 of the Code), whether or not waived, as of the last day of the most recent fiscal year of each ERISA Plan ended prior to the date of this Agreement; and all contributions required to be made with respect thereto (whether pursuant to the terms of any ERISA Plan or otherwise) on or prior to the Closing will have been timely made.

(h) Except as set forth on Schedule 6.23(h), no Nutmeg Plan and no ERISA plan of any ERISA Affiliate is a "multiemployer pension plan" as such term is defined in section 3(37) of ERISA and, with respect to any ERISA Plan that is set forth on Schedule 6.23(h) (i) except as set forth on Schedule 6.23(h), neither NOP U.S., its Subsidiaries nor any ERISA Affiliate has, since September 26, 1990, made or suffered a "complete withdrawal" or a "partial withdrawal," as such terms are respectively defined in sections 4203 and 4205 of ERISA, (ii) except as set forth on Schedule 6.23(h), no event has occurred that presents a material risk of a partial withdrawal, (iii) neither NOP U.S., its Subsidiaries nor any ERISA Affiliate has any contingent liability under section 4204 of ERISA, (iv) none of the Sellers, NOP U.S. and any United States Subsidiary nor any ERISA Affiliates has received any notice that any such plan is in reorganization within the meaning of section 4241 of ERISA or that circumstances exist that present a material risk that any such plan will

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go into reorganization, and (v) except as set forth on Schedule 6.23(h), no material withdrawal liability exists with respect to NOP U.S., its Subsidiaries and any ERISA Affiliates and (vi) none of the Sellers, NOP U.S., any United States Subsidiary nor any ERISA Affiliate has received any notice that the PBGC has instituted termination proceedings with respect to any Plan set forth on Schedule 6.23(h), that the trustee or administrator of any such plan has engaged in a transaction with respect to such plan that could result in a material civil penalty pursuant to section 409 or 502(i) of ERISA or a material tax pursuant to section 4975 or 4976 of the Code, that any such plan has any "accumulated funding deficiency" (as defined in section 302 of ERISA and section 412 of the Code), whether or not waived, or that contributions required to be made with respect to such plan (whether pursuant to the terms of any ERISA Plan or otherwise) have not been timely made.

(i) Each Nutmeg Plan has been operated and administered in all material respects in accordance with its terms and applicable Law, including but not limited to ERISA and the Code.

(j) Each Nutmeg ERISA Plan which is intended to be "qualified" within the meaning of section 401(a) of the Code is so qualified and the trusts maintained thereunder are exempt from taxation under section 501(a) of the Code, or if not so qualified each such plan may still be amended within the remedial amendment period to cure any qualification defect to the extent permitted by applicable law.

(k) No amounts payable under the Nutmeg Plans will fail to be deductible for federal income tax purposes by virtue of section 280G of the Code on account of the Closing.

(l) The employment of any "leased employee", as that term is defined in section 414(n) of the Code, by NOP U.S., any Subsidiary or ERISA Affiliate, is in compliance with such section.

(m) Except as set forth on Schedule 6.23(m), no Plan provides benefits, including without limitation death or medical benefits (whether or not insured), with respect to current or former employees of

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NOP U.S., or any United States Subsidiary beyond their retirement or other termination of service (other than (i) coverage mandated by applicable law, (ii) death benefits or retirement benefits under any "employee pension plan," as that term is defined in section 3(2) of ERISA, (iii) deferred compensation benefits accrued as liabilities on the books of NOP U.S., or the United States Subsidiaries or (iv) benefits the full cost of which is borne by the current or former employee (or his beneficiary).

(n) Except as set forth in Schedule 6.23(n) the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee or officer of NOP U.S., NOP Canada or any Subsidiary to severance pay, unemployment compensation or any other payment, or (ii) accelerate the time of payment or vesting, or increase the amount of any compensation due any such employee or officer, except in each case to the extent such liabilities or obligations will remain the obligation of Sellers following the Closing.

(o) There are no pending, or to the best knowledge of Sellers, NOP U.S., and the United States Subsidiaries, threatened or anticipated claims by or on behalf of any Nutmeg Plan, by any employee or beneficiary covered under any such Nutmeg Plan, or otherwise involving any such Nutmeg Plan (other than routine claims for benefits).

(p) Except as set forth on Schedule 6.23(p), no Nutmeg ERISA Plan, whether or not terminated, holds, or has discharged any of its liabilities through the acquisition of, any annuity contract.

(q) As of the date of this Agreement, and as of the Closing, no person owns or will own any stock options, stock appreciation rights, warrants, rights to share in the profits or assets or in the proceeds upon a sale of the business, or similar rights in or relating to the capital stock of any of NOP U.S., NOP Canada or any Subsidiary.

(r) Schedule 6.23(r) contains a complete and correct list of each bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization or other medical benefits, life or other insurance, supplemental

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unemployment benefits, profit-sharing, pension, or retirement plan, program, agreement or arrangement, and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by NOP Canada or any of its Subsidiaries, or by any other Person, for the benefit of any employee or former employee of NOP Canada or any of its Subsidiaries, whether formal or informal and whether legally binding or not (the "Canadian Plans"). Schedule 6.23(r) identifies each of the Plans that is a "Registered Pension Fund or Plan," as that term is defined in subsection 248(1) of the Income Tax Act, Canada (such plans being hereinafter referred to collectively as the "Canadian Pension Plans"). None of NOP Canada or any of its Subsidiaries has any formal plan or commitment, whether legally binding or not, to create any additional Canadian Plan or modify or change any existing Canadian Plan that would affect any employee or former employee of NOP Canada or any of its Subsidiaries.

(s) With respect to each Canadian Plan, Sellers have heretofore delivered to Buyers complete and correct copies of each of the following documents:

(i) a copy of the Canadian Plan (including all amendments thereto);

(ii) a copy of all employee communications relating to the Canadian Plan, whether or not such communications have been, or are required to be, filed with any applicable Governmental Entity;

(iii) if the Canadian Plan is funded through a trust or any third party funding vehicle, a copy of the trust or other funding agreement (including all amendments thereto) and the latest financial statements thereof;

(iv) all contracts relating to the Canadian Plans with respect to which NOP Canada or any Subsidiary may have any liability, including insurance contracts, investment management agreements, subscription and participation agreements and recordkeeping agreements;

(v) in respect of each Canadian Pension Plan, a copy of the annual information return

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filed in respect of the Canadian Pension Plan with any applicable Governmental Entity for each of the last three years;

(vi) in respect of each Canadian Pension Plan, a copy of the most recently completed actuarial report filed in respect of the Canadian Pension Plan with any applicable Governmental Entity;

(vii) in respect of each Canadian Pension Plan, the most recent letter of confirmation of registration of the Canadian Pension Plan pursuant to the applicable pension legislation and the Income Tax Act (Canada);

(viii) a copy of the most recent financial statements filed in respect of each Canadian Pension Plan with any applicable Governmental Entity; and

(ix) in respect of each Canadian Pension Plan, a copy of any statement of investment policies and goals prepared in respect of the Canadian Pension Plan, whether or not such statement has been filed with any applicable Governmental Entity.

(t) No steps have been taken to terminate any Canadian Pension Plan and no condition exists that presents a material risk that any proceedings to terminate any Canadian Pension Plan will be instituted by any applicable Governmental Entity.

(u) With respect to each Canadian Pension Plan that is a defined contribution pension plan, all required employer contributions have been made. All employee contributions to each Canadian Pension Plan have been properly withheld and have been fully paid into the funding arrangements for such Canadian Pension Plan.

(v) None of the Canadian Pension Plans is a multi-employer pension plan, as defined under the provisions of any applicable federal or provincial Law.

(w) Each Canadian Plan has been operated and administered in all material respects in accordance with its terms and applicable Law.

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(x) Nothing has occurred that would result in the revocation of the registration of any Canadian Pension Plan under the Income Tax Act (Canada) or any applicable provincial pension Law.

(y) Except as set forth in Schedule 6.23(y), no Canadian Plan provides benefits, including without limitation, death or medical benefits (whether or not insured), with respect to current or former employees of NOP Canada or any of its Subsidiaries beyond their retirement or other termination of service (other than (i) coverage mandated by applicable Law, (ii) death benefits or retirement benefits under any Canadian Pension Plan, (iii) deferred compensation benefits accrued as liabilities on the books of NOP Canada or any of its Subsidiaries or (iv) benefits the full cost of which is borne by the employee or former employee (or his beneficiary).

(aa) Except with respect to vesting under the Canadian Pension Plans, the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee or officer of NOP Canada or any of its Subsidiaries to severance pay, unemployment compensation or any other payment, or (ii) accelerate the time of payment or vesting, or increase the amount of. any compensation due any such employee or officer.

(bb) There are no pending, or to the best knowledge of Sellers, NOP Canada and its Subsidiaries, threatened or anticipated claims by or on behalf of any such Canadian Plan, by any employee or beneficiary covered under any Canadian Plan, or otherwise involving any such Canadian Plan (other than routine claims for benefits).

(cc) With respect to each Canadian Plan that is funded fully or partially through an insurance policy, there will be no liability of NOP Canada or any of its Subsidiaries as of the Closing Date, under any such insurance policy or ancillary agreement with respect to such insurance policy in the nature of a retroactive rate adjustment, loss sharing arrangement or other actual or contingent liability arising wholly or partially out of events occurring prior to the Closing.

(dd) Each Canadian Pension Plan remains duly registered and in good standing under, and has been

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administered in compliance in all material respects with, the Income Tax Act (Canada) and all applicable federal and provincial statutory and regulatory requirements.

(ee) There has been no withdrawal by NOP Canada or any of its Subsidiaries of assets from any Canadian Pension Plan and no application for approval of a withdrawal of assets has been made to any Governmental Entity. Any application of surplus assets in any of the Canadian Pension Plans to offset required employer contributions to such Canadian Pension Plan has been permitted by Law and was permitted under the terms of the relevant Canadian Pension Plan and associated funding agreement.

6.24 Labor Matters.

(a) Schedule 6.24(a) sets forth a list containing the name, current base salary or wage rate, position, number of years of service and location of each managerial employee of NOP U.S., NOP Canada and each Subsidiary having a salary of at least U.S.$50,000 per annum. Except as set forth on Schedule 6.24(a), none of NOP U.S., NOP Canada or any Subsidiary is party to any employment (except, with respect to the Canadian Business, oral contracts of employment which are terminable on the giving of reasonable notice or otherwise in accordance with minimum standards under applicable Laws), managerial, advisory or consulting agreement with any employee. NOP Canada and Dynamark do not employ any persons outside of Ontario.

(b) None of NOP U.S., NOP Canada or any Subsidiary is party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to employees of NOP U.S., NOP Canada or any Subsidiary.

(c) No employee of NOP U.S., NOP Canada or any Subsidiary is represented by any labor organization or employee association. To the best knowledge of the Sellers, NOP U.S. and the Subsidiaries, no labor organization, employee association or group of employees of NOP U.S., NOP Canada or any Subsidiary has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the best knowledge of any of the Sellers, NOP U.S. and the

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Subsidiaries, threatened to be brought or filed, with the National Labor Relations Board (the "NLRB") or any other labor relations tribunal or authority. To the best knowledge of the Sellers. NOP U.S. and the Subsidiaries, there are no organizing activities involving NOP U.S., NOP Canada or any Subsidiary pending with, or, to the best knowledge of any of the Sellers, NOP U.S. or any Subsidiary, threatened by, any labor organization, employee association or group of employees of NOP U.S., NOP Canada or any Subsidiary.

(d) Since January 1, 1991, there have been no strikes, work stoppages, slowdowns, lockouts, material arbitrations or material grievances or other material labor disputes pending or, to the best knowledge of the Sellers. NOP U.S. or any Subsidiary, threatened, against or involving NOP U.S., NOP Canada or any Subsidiary. There are no unfair labor practice charges, human rights complaints, grievances or other complaints pending or, to the best knowledge of the Sellers, NOP U.S. or any Subsidiary, threatened, by or on behalf of any employee or group of employees of NOP U.S., NOP Canada or any Subsidiary.

(e) There are no complaints, charges or claims against NOP U.S., NOP Canada or any Subsidiary pending or, to the best knowledge of the Sellers, NOP U.S. or any Subsidiary, threatened to be brought or filed, with any Governmental Entity, arbitrator or court based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment by NOP U.S., NOP Canada or any Subsidiary, of any individual, including claims for workers' compensation, all of which are listed on Schedule 6.24(e).

(f) To the best knowledge of Sellers, NOP U.S., and each Subsidiary, each of NOP U.S., NOP Canada and each Subsidiary is in substantial compliance with all Laws and orders relating to the employment of labor, including all such Laws and orders relating to wages, hours, collective bargaining, discrimination, civil or human rights, safety and health, workers' compensation, employment equity, pay equity and the collection and payment of withholding and/or Social Security Taxes and similar Taxes.

(g) None of the Sellers, NOP U.S. or any Subsidiary has received any notice of the intent of any federal, state, provincial or local agency responsible for the enforcement of labor or employment laws to conduct an

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investigation of NOP U.S., NOP Canada or any of the Subsidiaries and, to the best knowledge of Sellers, NOP U.S. and each Subsidiary, no such investigation is in progress or is threatened.

6.25 Affiliate Transactions. Schedule 6.25 sets forth a description of each contract, operating arrangement, course of dealing or other arrangement pursuant to which any of Canadian Parent, U.S. Parent or their Affiliates currently receives or provides or has since January 1, 1992 received or provided goods or services to or had any other business dealing with NOP U.S., NOP Canada or any Subsidiary in connection with their businesses including a list of assets, if any, to which there is shared ownership or use. As used in this Agreement, the term "Affiliate" shall mean, with respect to any party hereto, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such party.

6.26 Full Disclosure. All of the statements made by the Sellers in this Agreement (including without limitation the representations and warranties made by the Sellers herein and in the Schedules and Exhibits hereto which are incorporated by reference herein and which constitute an integral part of this Agreement) do not (and on the Closing Date shall not) include or contain any untrue statement of a material fact, and to the best of Sellers' knowledge do not (and on the Closing Date shall not) omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no material fact which Sellers have not disclosed to Buyers which, so far as Sellers can now reasonably foresee, will have a Material Adverse Effect.

6.27 Brokers. None of the Sellers, NOP U.S., the Subsidiaries or their respective officers, directors, stockholders or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby for which Buyers (or any of them), NOP U.S., NOP Canada or any Subsidiary, will have any liability.

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by each of the Buyers of this Agreement and the Closing Documents, the performance by them of their obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby will not (i) violate or conflict with the certificate of incorporation or by-laws or comparable organizational documents of any of the Buyers; (ii) conflict with, or result in the breach or termination of, or constitute a default or require any approval, waiver or consent of any party under, or give rise to any right of acceleration or right to increase the obligations or otherwise modify the terms of, any (A) material lease, agreement, contract, note, license, mortgage, commitment or other instrument, or (B) any order, judgment or decree of any court or Government Entity, to which any of the Buyers is a party or by which any of the Buyers or their respective assets is bound; or (iii) constitute a violation of any Law applicable to any of the Buyers.

(b) Except for the filing and waiting period requirements of the HSR Act and the Exon-Florio Amendment to the Omnibus Trade and Competitiveness Act of 1988 (the "Exon-Florio Amendment"), and the requirements under the Investment Canada Act (the "Investment Canada Act") and under Section 765 of the Income and Corporation Tax Act of 1988 under U.K. law, no material consent, waiver, registration, application, approval, permit, license, action or authorization of, or designation, declaration or filing with, or notice to, any third party or Governmental Entity is required on the part of any of the Buyers in connection with the execution and delivery of this Agreement and the Closing Documents and the consummation of the transactions contemplated hereby and thereby.

7.4 Investment Intention. The U.S. Stock to be purchased pursuant to this Agreement shall be acquired by the Buyers in good faith for investment for Buyer's own account and not with a view to a distribution or public resale of any such Stock.

7.5 Brokers. None of the Buyers or their respective officers, directors, stockholders or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby for which Sellers (or any of them) will have any liability.

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6.28 Competition Act. For the purposes of Section 109 of the Competition Act (Canada) (the "Competition Act"), the aggregate value of the assets in Canada of NOP Canada and its Affiliates is less than $144 million and the aggregate gross revenues from sales in, from and into Canada by NOP Canada and its Affiliates is less than $290 million.

7. Representations and Warranties of Buyer.

Tomkins PLC, Tomkins U.S., Sub and Murray Canada, jointly and severally represent and warrant to each of the Sellers as follows:

7.1 Organization. Each of the Buyers is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted in all material respects.

7.2 Authorization of Agreement. The execution and delivery of this Agreement and the Closing Documents by each of the Buyers and the performance by Buyers of their obligations contemplated hereby and thereby have been duly and validly authorized by all necessary corporate and shareholder action on behalf of each of the Buyers and no other corporate proceedings on the part of any of the Buyers is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Each of the Buyers has full legal capacity to execute and deliver this Agreement and the Closing Documents and to perform the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by each of the Buyers and is a valid and binding obligation of each of the Buyers enforceable against each of them in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 No Conflict or Violation; Consents and Approvals.

(a) Except as set forth in Schedule 7.3(a) or described in Section 7.3(b), the execution and delivery

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7.6 Competition Act. For the purposes of Section 109 of the Competition Act, the aggregate value of the assets in Canada of Buyers and their Affiliates is less than $255 million and the aggregate gross revenues from sales in, from and into Canada by Buyers and their Affiliates is less than $110 million.

7.7 Investment Canada Act. Buyers have filed an application for review with Investment Canada pursuant to the provisions of the Investment Canada Act (Canada), as amended, in respect of the purchase of the Canadian Business.

7.8 Excise Tax Act (Canada). Murray Canada will be at Closing a registrant for purposes of the goods and services tax imposed under the Excise Tax Act (Canada).

8. Further Agreements of the Parties.

8.1 Conduct of the Business Pending the Closing.

(a) From March 4, 1994, until the Closing, Canadian Parent, NOP Canada, Dynamark and U.S. Parent have, and shall cause NOP U.S. and the Subsidiaries to,

(i) operate the business of NOP U.S., NOP Canada, Dynamark and each of the Subsidiaries in the ordinary course consistent with past practice in all material respects, including, without limitation, with respect to the purchase of inventory and supplies, the maintenance of books and records, the timely performance and observance of the obligations of NOP U.S., NOP Canada and each of the Subsidiaries under the Contracts and with respect to the payment of all amounts due prior to the Closing for all inventories and supplies, and with respect to the continuation of advertising, customary repair and maintenance activities, and the making of any customary, routine, necessary or scheduled capital expenditures (provided, however, that except for capital expenditures in respect of emergency maintenance and repairs which may be made up to U.S. $100,000, no capital expenditure or series of capital expenditures involving commitments or expenditures in excess of U.S.$15,000 in the aggregate shall be made without Malcolm Swain's prior written consent; and provided further that Buyers agree Malcolm Swain will promptly respond to any requests by Sellers to make capital expenditures);

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(ii) use their respective best efforts (including the expenditure of funds) to maintain in full force and effect all insurance policies, including the Insurance Contracts, in an amount not less than is currently in effect;

(iii) unless this Agreement has been terminated in accordance with the terms hereof, cooperate with the Buyers to cause the transactions contemplated by this Agreement to be consummated and, without limiting the generality of the foregoing, each of the Sellers, NOP U.S. and the Subsidiaries shall use their best efforts to obtain all necessary third party consents and governmental and judicial approvals, including all filings with and notices to third parties and Governmental Entities which may be necessary or reasonably required in order to consummate the transactions contemplated hereby; and

(iv) use their best efforts to maintain and preserve and cause to be maintained and preserved the business operations of NOP U.S., NOP Canada and the Subsidiaries, including the preservation of the Leases (by exercising all renewal rights unless directed otherwise in writing by Buyers) and the other Contracts and the goodwill of its present employees, customers, suppliers and others having business relations with NOP U.S., NOP Canada or any of the Subsidiaries.

(b) In addition, from March 4, 1994, until the Closing, Sellers and NOP U.S. have not, shall not, and, shall cause the Subsidiaries not to,

(i) take or fail to take any action that would cause any of the representations and warranties made by the Sellers in this Agreement to be untrue or incorrect in any material respect 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 unless such representation and warranty was expressly made at and as of another time;

(ii) redeem, purchase or otherwise acquire any of the capital stock or other securities of NOP U.S., NOP Canada or any of the Subsidiaries or amend the certificates of incorporation or by-laws or comparable organizational documents of NOP U.S., NOP

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Canada or any of the Subsidiaries or enter into any merger or consolidation agreement regarding NOP U.S., NOP Canada or any of the Subsidiaries;

(iii) convey, transfer, sell, assign or otherwise encumber the U.S. Stock, or the capital stock of any other Subsidiary or cause or permit NOP U.S., NOP Canada or any Subsidiary to declare, set aside or pay any dividends or distributions or return any capital in respect of any capital stock;

(iv) enter into any consulting agreement or employment agreement with any employee of NOP U.S., NOP Canada or any Subsidiary other than the hiring of employees in the ordinary course of business whose employment is terminable at will without giving rise to severance costs and other than, with respect to NOP Canada and Dynamark, the hiring of employees in the ordinary course of business pursuant to oral contracts for an indefinite term who can be terminated on reasonable notice or pay in lieu in the ordinary course of business or otherwise in accordance with minimum standards under applicable Laws; announce, promise or implement any general wage or salary increase; grant or promise any increase in the salary of any employee; promote or transfer (either within NOP U.S., NOP Canada, a Subsidiary or among such corporations) any managerial employees of NOP U.S., NOP Canada or any Subsidiary; institute, adopt or increase the benefits under any bonus, severance, deferred income, pension, retirement profit-sharing, incentive or other plan or commitment for any employee of NOP U.S., NOP Canada or any Subsidiary, other than as expressly agreed to by Buyers in writing; or terminate , or give notice of termination to, any employee without Malcolm Swain's written consent;

(v) mortgage, pledge or otherwise encumber any part of the assets or property (whether real, personal or mixed, tangible or intangible) of any of NOP U.S., NOP Canada or any of the Subsidiaries;

(vi) make any material change or changes in the ordinary course of business of NOP U.S., NOP Canada or any of the Subsidiaries, including without limitation the capital expenditure policies, or make or agree to make any capital expenditures in excess of U.S.$15,000 without the prior approval of Malcolm

Swain except for capital expenditures for emergency maintenance and repairs which may be made up to U.S.$100,000 and except for expenditures for a new powder paint system in Brampton (U.S.$450,000) and for tooling to be used for snowblower production in Brampton (U.S.$1,000,000) as set out in Schedule 6.19(a);

(vii) terminate or amend or suffer the termination or amendment of, or fail to perform in all material respects all of its obligations, or suffer or permit any material default to exist, under any Contract or Lease or enter into any new Contracts without Buyers' consent which shall not be unreasonably withheld;

(viii) engage in any transaction (other than those contemplated by this Agreement) that is not in the ordinary course of business and consistent with past practice.

(ix) purchase, sell, transfer or assign any material assets or property (whether real, personal or mixed, tangible or intangible) of NOP U.S., NOP Canada or any Subsidiary except purchases and sales of inventory in the ordinary course of business, provided, however, that Sellers may transfer trademarks which include the "Noma" name, to affiliates of the Sellers so long as the rights of the Buyers pursuant to this Agreement (including Section 8.14) are not impaired;

(x) cancel any material debts or claims other than as set forth in Section 8.11, or waive or modify any material right of value to NOP U.S., NOP Canada or any Subsidiary;

(xi) do or fail to do any act which will materially impair the value of any assets of NOP U.S., NOP Canada or the Subsidiaries;

(xii) incur or assume any liability, obligation or indebtedness for borrowed money or guarantee any such liability, obligation or indebtedness (whether absolute, accrued, contingent or otherwise and whether due or to become due) or incur any liabilities other than in the ordinary course of business consistent with past practice;

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(xiii) make any changes in any method of accounting or accounting practice or policy (including, without limitation any change in any assumptions underlying or methods of calculating any bad debt, contingency or other reserves);

(xiv) without Malcolm Swain's (or another designee of Tomkins PLC) written consent, hire any employee with an annual salary in excess of U.S.$50,000;

(xv) settle any pending or threatened material litigation other than as expressly agreed to by Tomkins PLC in writing; or

(xvi) pay, discharge or satisfy any claim, lien, encumbrance or liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), other than claims, liens, encumbrances or liabilities which are fully reflected or reserved against in the U.S. Effective Date Balance Sheet or Canadian Effective Date Balance Sheet or incurred thereafter in the ordinary course of business and which are paid, discharged or satisfied in the ordinary course of business consistent with past practice;

(xvii) dispose of or permit to lapse, or otherwise fail to preserve, any material Intellectual Property owned by Sellers or if licensed by the Sellers, fail to preserve or maintain any material Intellectual Property if required to do so under the license, dispose of or permit to lapse any material license, permit or other form of authorization, or dispose of or disclose to any person, other than authorized representatives of the Buyers, any trade secret, formula, process or know-how;

(xviii) issue, authorize or propose the issuance of any shares of the capital stock of NOP U.S., NOP Canada or any Subsidiary or issue, authorize or propose the issuance of any securities convertible into such shares or any rights, warrants or options to acquire any such shares or other convertible securities;

(xix) except pursuant to the agreements or arrangements described on Schedule 6.25 and except for the capitalization described in Section 8.11(a) in

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(whole or in part, enter into any transaction with an Affiliate other than transactions in the ordinary and usual course of business consistent with past practice, without the written consent of Tomkins PLC;

(xx) agree to take any of the foregoing actions.

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8.2 Buyers' Cooperation. Each of the Buyers agrees that, unless this Agreement is terminated earlier as provided herein, Buyers shall cooperate with Sellers to cause the transactions contemplated by this Agreement to be consummated and, in connection therewith, shall cooperate reasonably with Sellers but with no obligation to incur any material cost or expense except in connection with filings under the HSR Act and the Investment Canada Act, in obtaining necessary third party consents and judicial and governmental approvals, and further provided that Buyers shall not be required to agree to the imposition by any Governmental Entity of any conditions to the consummation of the transactions contemplated hereby that Buyers reasonably believe would interfere in any material respect with the operation of NOP U.S., any of its Subsidiaries or the Canadian Business following the Closing, but Buyers shall promptly notify Sellers of such request and the basis for Buyers' belief that such request would interfere with such operations.

8.3 No Solicitation. Until the Closing or the earlier termination of this Agreement, Sellers and NOP U.S. will not, and will cause the Subsidiaries and their Affiliates, and their respective employees, representatives, consultants and advisors, not to, directly or indirectly, initiate contact with, solicit, encourage, negotiate or discuss with any third party (including by way of furnishing any non-public information concerning NOP U.S., NOP Canada or any of the Subsidiaries or their business, properties, or assets) concerning an Acquisition Proposal (as defined below) other than the transactions contemplated by this Agreement. In the event that any of the Sellers receives an Acquisition Proposal, such Seller will advise Buyers promptly of (i) its receipt thereof, (ii) the identity of the party or parties who made such Acquisition Proposal and (iii) the material terms and conditions of such Acquisition Proposal. "Acquisition Proposal" shall mean any proposal involving a direct or indirect acquisition of all or a significant portion of the assets or stock of NOP U.S. or NOP Canada or the Subsidiaries or any proposal involving any merger, business combination or other

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similar transaction relating to NOP U.S. or NOP Canada or the Subsidiaries other than the transactions contemplated by this Agreement.

8.4 Supplemental Disclosure. From time to time prior to the Closing Date, Sellers will promptly supplement or amend the Schedules referred to herein with respect to any matter hereafter arising which, if existing or occurring at or prior to the date of this Agreement, would have been required to be set forth or described in a Schedule hereto or which is necessary to correct any information in a Schedule hereto or in any representation and warranty of the Sellers which has been rendered inaccurate thereby; provided, however, that for purposes of the rights and obligations of the parties hereunder, no supplement or amendment pursuant to this Section 8.4 shall be deemed to cure any breach of, or to qualify or amend in any respect, any representation or warranty made in this Agreement on the date hereof or on the Closing Date.

8.5 Certificates. Buyers will furnish Sellers and Sellers will furnish Buyers such certificates of such party's officers or others and such other documents to evidence the fulfillment of the conditions set forth in Section 10 as may be reasonably requested.

8.6 Casualty. Until the Closing or the earlier termination of this Agreement, in the event of any material casualty, from and after the date hereof, in connection with any Nutmeg Property, Sellers shall give Buyers prompt written notice of the same and Sellers shall not collect, compromise, litigate, arbitrate or otherwise adjust or settle any claims or demands of or against NOP U.S., NOP Canada or any Subsidiary, including insurance claims, without the prior written approval of Tomkins PLC (which will not be unreasonably withheld) and Buyers shall have the right to participate in the negotiation of the same and to direct that the proceeds thereof, if any, shall be held by NOP U.S., NOP Canada or the applicable Subsidiary, to be used as directed by Buyers. Sellers undertake not to enter into any negotiations, discussions or correspondence, or permit NOP U.S., NOP Canada or any Subsidiary to enter into any negotiations, discussions or correspondence, with respect to such claims or demands, without immediately notifying Buyers of the existence thereof. Buyers shall not assert any claim for indemnification pursuant to Section 13(b)(i) as a result of any breach of a representation arising solely out of any such casualty except for the

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failure by the Sellers to give the notice required pursuant to the first sentence of this Section 8.6.

8.7 Access to Information and Property. Prior to the Closing, Sellers and NOP U.S. shall, and shall cause the Subsidiaries to, afford Buyers and their representatives and advisors full access to the assets, business, properties and personnel relating to NOP U.S., NOP Canada and the Subsidiaries and their businesses and to records concerning the same (wherever located) for the purpose of conducting due diligence reviews (including without limitation an environmental due diligence review); provided that such access shall be exercised upon request and that the exercise of such rights does not unreasonably interfere with the normal business operations of Sellers, NOP U.S. or the Subsidiaries at such locations. Any information obtained by Buyers or their representatives pursuant to the first sentence of this Section 8.7 shall be subject to the provisions of the Confidentiality Agreement, dated October 5, 1993, between Tomkins PLC and Canadian Parent as if each of the Buyers was a party thereto.

8.8 Purchase Price Adjustment.

(a) Preparation of Unaudited Effective Date Balance Sheets. As soon as practicable after March 4, 1994 but no later than four business days prior to the Closing, Sellers shall deliver to Buyers unaudited consolidated balance sheets of (i) NOP U.S. and its Subsidiaries (the "U.S. Effective Date Balance Sheet") and (ii) the Canadian Business (the "Canadian Effective Date Balance Sheet" and, together with the U.S. Effective Date Balance Sheet, the "Effective Date Balance Sheets"), in each case as at March 4, 1994. All amounts and items reflected on the Canadian Effective Date Balance Sheet will be in United States dollars converted from Canadian dollars as of March 4, 1994 at the exchange rate in effect on the close of business on such date as quoted by CIBC as its mid-rate at noon. Such Effective Date Balance Sheets shall be prepared from the books and records of NOP U.S. and its Subsidiaries and NOP Canada and its Subsidiaries, respectively, in accordance with GAAP based on year-end closing procedures and practice and consistent with the U.S. December Balance Sheet and Canadian December Balance Sheet, except to the extent set forth in Schedule 8.8 and except that the Canadian Effective Date Balance Sheet will not reflect any of the Excluded Liabilities or Excluded Assets. It is

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understood and agreed that specific provisions of Schedule 8.8 (but not of any other schedule) to the extent they explicitly refer to a Section of this Agreement shall prevail to the extent (but only to the extent) of any conflict between the provisions of this Agreement and such specific provisions of Schedule 8.8. Sellers shall provide Buyers full access to all work papers, supporting schedules, documents and other information (including access to appropriate personnel) upon which the Effective Date Balance Sheets are based.

(b) Audits of the Effective Date Balance Sheets. As promptly as practicable following the Closing (but in no event more than 60 days following the Closing Date) Buyers and Sellers shall cause their respective accountants, KPMG Peat Marwick ("KPMG") and Deloitte & Touche, to jointly perform an audit of (i) the U.S. Effective Date Balance Sheet (as so audited, the "Audited U.S. Effective Date Balance Sheet") and (ii) the Canadian Effective Date Balance Sheet (as so audited, the "Audited Canadian Effective Date Balance Sheet" and, together with the Audited U.S. Effective Date Balance Sheet, the "Audited Effective Date Balance Sheets"). Such audit will be performed in accordance with United States generally accepted auditing standards. The Audited Effective Date Balance Sheets will be prepared in accordance with GAAP based on year-end closing procedures and consistent with the U.S. December Balance Sheet and the Canadian December Balance Sheet, except to the extent set forth on Schedule 8.8 and except that the Canadian Effective Date Balance Sheet will not reflect any Excluded Liabilities or Excluded Assets. To the extent that KPMG and Deloitte & Touche disagree as to specific items relating to the Audited Effective Date Balance Sheets, Buyers and Sellers shall attempt in good faith to resolve the items in dispute and reach a written agreement (the "Settlement Agreement") with respect thereto within 10 business days of the delivery of the draft Audited Effective Date Balance Sheets. Failing such resolution, the unresolved disputed items will be referred for final binding resolution to Price Waterhouse (the "Arbitrating Accountants"), at which time Buyers and Sellers shall each deliver to the Arbitrating Accountants their proposed amount for inclusion in the Audited Effective Date Balance Sheets with respect to each item in dispute. The Arbitrating Accountants will not perform an audit ab initio, but will resolve differences by conducting a review of the workpapers of KPMG and Deloitte & Touche and any records of Sellers which they deem necessary. With respect to each disputed item, the Arbitrating Accountants shall resolve

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such dispute by specifying only that such item shall be included in the Audited Effective Date Balance Sheets as proposed by Buyers or as proposed by Sellers, but shall not otherwise adjust the amount of such disputed item. The fees and disbursements of the Arbitrating Accountants shall be allocated between the Buyers and Sellers in the same proportion that the aggregate amount of such disputed items so submitted to the Arbitrating Accountants that is unsuccessfully disputed by each (as finally determined by the Arbitrating Accountants) bears to the total amount of all disputed items so submitted. The Audited Effective Date Balance Sheets will be deemed to be as determined by the Arbitrating Accountants in accordance with the foregoing. Such determination (the "Accountant's Determination") shall be (A) in writing, (B) furnished to the parties as soon as practicable but in no event later than 30 days after the items in dispute have been referred to the Arbitrating Accountants, (C) made in accordance with the third sentence of Section 8.8(b) and shall be made without regard to materiality and (D) nonappealable and incontestable by the parties and not subject to collateral attack for any reason. During and after the preparation of the Audited Effective Date Balance Sheets and until the Final Determination Date, Buyers shall provide Sellers and their representatives with reasonable access to the employees and records of NOP U.S., NOP Canada and the Subsidiaries and the work papers, trial balances and similar materials used in connection with the preparation of the Audited Effective Date Balance Sheets.

(c) Adjustment.

(i) If the sum of the Net Assets (as defined in Section 8.8(c)(iv)) reflected on the Audited Effective Date Balance Sheets exceeds the sum of Net Assets as shown on the Effective Date Balance Sheets (the amount of such excess being referred to herein as the "Underpayment Amount"), then, within three business days following the Final Determination Date, Buyers and Sellers shall direct the Escrow Agent to release to Sellers, by wire transfer of immediately available funds, all amounts in the escrow account.

(ii) If the sum of the Net Assets reflected on the Audited Effective Date Balance Sheets is less than the sum of Net Assets as shown on the Effective Date Balance Sheets (the amount of such deficiency referred to herein as the "Overpayment Amount") then, within three business days following

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the Final Determination Date, Buyers and Sellers shall direct the Escrow Agent to (i) pay to Buyers, by wire transfer of immediately available funds, the Overpayment Amount, plus an amount equal to interest thereon from and including March 4, 1994 at the Prime Rate and (ii) to release to Sellers, by wire transfer of immediately available funds, all remaining amounts in the escrow account.

(iii) If the sum of the Net Assets reflected on the Audited Effective Date Balance Sheets as shown on the Effective Date Balance Sheets is equal to the sum of Net Assets as shown on the Audited Effective Date Balance Sheets, there shall be no adjustment to the Aggregate Purchase Price and, within three business days of the Final Determination Date, Buyers and Sellers shall direct the Escrow Agent to release all amounts in the escrow account to Sellers by wire transfer of immediately available funds.

(iv) For purposes of calculating the U.S. Purchase Price and the Canadian Cash Purchase Price in Sections 3 and 4, respectively, Net Assets shall be calculated by reference to the U.S. Effective Date Balance Sheet and Canadian Effective Date Balance Sheet, respectively. For purposes of calculating the Underpayment Amount or Overpayment Amount in Section 8.8(c), Net Assets shall be calculated by reference to the Audited Effective Date Balance Sheets. Net Assets for all purposes of this Agreement shall be calculated as follows: the sum of all assets reflected on the the Effective Date Balance Sheets or Audited Effective Date Balance Sheets, as the case may be, minus all liabilities reflected thereon, except that (i) intercompany accounts which are to be cancelled pursuant to Section 8.11 and, (ii) the Des Moines IRB (as such term is defined in Section 8.30) and any interest thereon shall not be reflected on the Effective Date Balance Sheets and Audited Effective Date Balance Sheets. Prior to the Closing all indebtedness of NOP U.S. under bank loan agreements shall be repaid by Sellers in full and no amount for such indebtedness shall be reflected on the Effective and Audited Date Balance Sheets.

(v) If the sum of the Escrow Payment and all interest accrued on such amount through the Final Determination Date (the "Total Escrow Fund") is insufficient to pay the Overpayment Amount or Under-

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payment Amount, as the case may be, then Buyers or Sellers, as the case may be, shall, within three business days of the Final Determination Date, pay to the other the difference between the Overpayment Amount or Underpayment Amount, as the case may be, and the Total Escrow Fund, together with interest on such amount from and including March 4, 1994 at the Prime Rate.

(vi) (A) the amount by which Net Assets on the Audited U.S. Effective Date Balance Sheet exceed or are less than the amount of Net Assets as shown on the U.S. Effective Date Balance Sheet shall be considered an addition or deduction to the U.S. Purchase Price, as the case may be, and (B) the amount by which the Net Assets on the Audited Canadian Balance Sheet exceed or are less than the amount of Net Assets as shown on the Canadian Effective Date Balance Sheet shall be considered an addition or deduction from the Canadian Cash Purchase Price, as the case may be.

(d) Final Determination Date. For purposes of this Section 8.8, the "Final Determination Date" shall mean the earliest to occur of (i) the 11th day following the receipt by Sellers of Buyers' Notice of Adjustment if Sellers shall have failed to deliver the Objection Notice to Buyers within the First 10-Day Period, (ii) the date on which either party hereto gives the other party a written notice to the effect that such party has no objection to the other party's determination of the Net Assets on the Audited Effective Date Balance Sheets, (iii) the date on which the parties execute and deliver a Settlement Agreement and (iv) the date as of which the parties shall have received the Accountants' Determination.

(e) Notwithstanding anything contained herein to the contrary, in the event that GAAP, as applied to the preparation of the Audited Effective Date Balance Sheets, is inconsistent with the principles used in preparing the U.S. Effective Date Balance Sheet and Canadian Effective Date Balance Sheet, GAAP shall prevail except to the extent explicitly set forth on Schedule 8.8 and except that the Canadian Effective Date Balance Sheet will not reflect any of the Excluded Assets or Excluded Liabilities.

8.9 Operations Following March 4, 1994

(a) From and after the close of business on March 4, 1994 until the Closing Date (the "Interim Peri-

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od•), the businesses of NOP U.S., NOP Canada and the Subsidiaries will be operated for the benefit of the Buyers, subject to the Closing taking place. During the Interim Period Sellers and NOP U.S. will, and will cause each Subsidiary to, continue to operate and manage such businesses in the ordinary course of business consistent with past practice except as otherwise specifically provided herein.

(b) From and after the close of business on March 4, 1994, U.S. Parent and Canadian Parent have advanced, and for the entire Interim Period they will advance (i) to NOP U.S. and its Subsidiaries, and (ii) to NOP Canada and Dynamark, sufficient funds in each case on an as needed basis to operate their respective business in the normal and ordinary course of business during the Interim Period (the amounts so advanced to NOP U.S. and its Subsidiaries, the "U.S. Sellers Advance Amount", and the amounts so advanced to NOP Canada and Dynamark, the "Canadian Sellers Advance Amount", and together with the U.S. Sellers Advance Amount the "Sellers Advance Amount"). On the business day which is expected to be the fourth business day prior to the Closing, Sellers shall prepare an accounting showing the daily net cash flow of each of NOP U.S., the Subsidiaries, NOP Canada and Dynamark for the Interim Period and the U.S. Sellers Advance Amount and the Canadian Sellers Advance Amount through such business day, it being understood that Sellers shall continue to advance the Sellers Advance Amount between such date and the Closing. At Closing, if Buyers have not objected to such accounting, NOP U.S. and Murray Canada, respectively, will pay to Sellers the amount (the "Net Amount") of the U.S. Sellers Advance Amount and the Canadian Sellers Advance Amount less (i) the Permitted Cash Withdrawals (as hereinafter defined), and (ii) the amount of all payments or disbursements (including to Mr. Robert Furger or his designee) by NOP U.S. or its Subsidiaries or NOP Canada and Dynamark after March 4, 1994, other than payments or disbursements for operating expenses which were made in the ordinary course of business consistent with past practice, for the operations of NOP U.S. or its Subsidiaries or the Canadian Business with respect to the Interim Period (excluding without limitation any payments or disbursements relating to bank debt, any matter for which Sellers are or would be liable to indemnify Buyers hereunder, any intercompany charges and any payments or disbursements relating to the Excluded Assets or the Excluded Liabilities) plus simple interest on a daily basis based on the daily outstanding balance of such amount from and including March 5, 1994 to

but excluding the Closing Date at the Prime Rate (and on any disputed amount until paid, if required to by paid). To the extent Buyers object to such accounting, such objection shall be resolved through the procedures set out in Section 8.9(b) hereof. The amount with respect to which no objections were raised will be paid at Closing. To the extent the Net Amount is a negative number, Sellers shall pay Buyers an amount equal to such number.

(c) Except for U.S. $25,000 per week payable during the Interim Period (pro-rated for any part of a week) in respect of a management fee to be paid to Sellers for their services during the Interim Period (the "Interim Management Fee"), during the Interim Period, Sellers shall not withdraw any cash, assets or other property from NOP U.S., NOP Canada, the Subsidiaries (including Dynamark) and will not create or allow to be created or exist any liability or obligation of or with respect to NOP U.S., NOP Canada, or the Subsidiaries to Canadian Parent or U.S. Parent or their Affiliates (except for purchases by NOP U.S. of wire harnesses in the ordinary course of business consistent with past practice from Beck Electric Manufacturing Company Inc.), provided, however, that until four business days prior to the Closing, U.S. Parent may withdraw such amounts of cash from NOP U.S. which would reduce the U.S. Sellers Advance Amount on any given day to an amount not less than $1 and Canadian Parent may withdraw such amount of cash from NOP Canada which would reduce the Canadian Sellers Advance Amount on any given day to an amount not less than $1, and provided, further, that in no event shall cash be withdrawn from Dynamark (other than pursuant to a dividend to NOP Canada and Mr. Robert Furger to fund the payments to Mr. Robert Furger described hereinafter). The cash permitted to be withdrawn pursuant to the previous sentence is the "Permitted Cash Withdrawals". Notwithstanding the foregoing and any covenant in this Agreement, Dynamark and NOP Canada may make payments to Mr. Robert Furger in settlement of certain provisions of his employment agreement in an aggregate amount of Cdn. $576,853 (less the Cdn. $8,233 which shall be contributed by Mr. Furger to the capital of Dynamark), which amount shall be deducted in computing the Net Amount. Any net cash proceeds from the sale of the assets specified in Sections 2(b), 2(c) and 2(f) of Schedule 8.8 shall be added in computing the Net Amount.

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8.10 Further Assurances.

(a) Following the Closing, Sellers and Buyers, without further consideration, shall execute, deliver and record or cause to be executed, delivered and recorded such further instruments, and take such other actions, as may be reasonably required to effectuate the transactions contemplated by this Agreement. U.S. Parent will vote the U.S. Stock and Tomkins U.S. will vote the shares of Sub common stock in favor of the Merger. Any Canadian Business asset not effectively conveyed to Murray Canada at Closing shall be held in trust for Murray Canada by NOP Canada and Dynamark until the asset has been conveyed. Without limiting the provisions of this Section 8.10, Murray Canada shall, upon prior notice and at the cost of Murray Canada, be entitled to take such action, in the name of NOP Canada or Dynamark as Murray Canada considers necessary or advisable for the purpose of dealing with such asset, as the property of Murray Canada for enforcing any rights or benefits of NOP Canada or Dynamark with respect to such asset. NOP Canada and its Subsidiaries shall pay to Murray Canada, forthwith after receipt thereof, any amount paid or credited to NOP Canada or Dynamark on or after Closing to which Murray Canada is entitled hereunder. NOP Canada and Dynamark may satisfy such obligation with respect to any such amount by delivering to Murray Canada any cheque, draft or other similar instrument (duly endorsed if necessary, without recourse) received by NOP Canada or Dynamark with respect to such amount. Following Closing, Murray Canada shall have the right and authority to endorse, without recourse, the name of NOP Canada or Dynamark on any cheque, draft or similar instrument received by Murray Canada with respect to any amount to which Murray Canada is entitled hereunder. Following the Closing, each of the Sellers shall be entitled, with Buyers' consent which shall not be unreasonably withheld, at the Sellers' cost, to take such action in the name of NOP U.S., the Surviving Corporation, or Murray Canada, as the case may be, as any of the Sellers consider necessary or advisable for the purpose of dealing with any Excluded Assets (including, without limitation, those assets referred to in paragraph 2 of Schedule 8.8), any liability or obligation in respect of which the Sellers have agreed to indemnify Buyers, and claims and litigation sometimes referred to as the "Tekavec matter", as if each and all of the foregoing was the property of Sellers or for the purpose of enforcing any rights or benefits and otherwise dealing with such matters. At the request of Sellers from time to time, Buyers shall cause the transfer, assignment

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and conveyance to Sellers of any assets or rights referred to in the immediately-preceding sentence.

(b) Sellers shall cooperate with Buyers to effectuate an orderly transition of bank accounts.

8.11 Intercompany Debt and Accounts

(a) Prior to Closing, all liabilities due as of the Effective Date from NOP U.S. and its Subsidiaries to U.S. Parent Canadian Parent or their Affiliates (other than NOP Canada and Dynamark) shall be cancelled and converted into equity, other than liabilities arising from purchases in the ordinary course of business consistent with past practice from Beck Electric Manufacturing Company (a division of Noma Inc.)

(b) Between March 4, 1994 and the Closing, and as of the Closing, there shall be no indebtedness, liabilities or payables due from NOP U.S., Murray Canada, or any Subsidiary to any of the Sellers or any of their Affiliates (including any of their respective shareholders, directors, officers and employees) other than the Sellers Advance Amount and for accrued compensation payable to employees of NOP Canada and Dynamark who accept employment with Murray Canada pursuant to Section 11.1.

8.12 Certain Insurance Matters

(a) Sellers agree that they will promptly pay, or cause to be promptly paid, to the Buyers or to NOP U.S. all insurance proceeds received by the Sellers in respect of any Damages (as defined in Section 13(b) hereof) covered by the Insurance Contracts in respect of NOP U.S. and its Subsidiaries and the Canadian Business (other than insurance proceeds relating to the matter set forth in Section 2(f) of Schedule 8.6).

(b) Sellers will diligently at the Buyers' expense seek to obtain reimbursement under the Insurance Contracts, including undertaking litigation against an insurer with respect to any such Loss if Buyers or NOP U.S. shall request Seller to proceed with such litigation. Buyers shall be entitled to participate in such litigation at their own cost and expense.

(c) Sellers agree that they will not, and will cause their Affiliates not to, terminate the Insurance Contracts applicable to NOP U.S. and its Subsidiaries and

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the Canadian Business in effect for any period of time prior to the Closing (but may permit such termination for periods thereafter provided that such termination shall not affect coverage for occurrences prior to the Closing).

8.13 Elimination of Minority and Phantom Equity Positions. Prior to the Closing, U.S. Parent or Canadian Parent will take all action, or will cause to be taken all action, including the expenditure of money at their sole expense, necessary to eliminate any claims or charges by officers or employees of NOP U.S., NOP Canada or the Subsidiaries or others that they are entitled to share in any manner whatsoever the profits or assets of any such corporations (or divisions thereof) or in the proceeds upon a sale of any such corporations or their assets, including without limitation any such claims or similar claims by Robert Furger or Mel Morgan.

8.14 Use of "Noma" Name. From and after the Closing Date until the third anniversary thereof, without charge or any consideration other than as provided herein, Buyers may continue to use the "Noma" name in the operation of the businesses of NOP U.S. and its Subsidiaries, and Murray Canada may use the "Noma" name in the operation of the Canadian Business, in each case to the full extent such name is presently used in the operation of such businesses, except that "Noma" will not be used as part of any corporate name or trade name of the Surviving Corporation, Buyers or any of their Affiliates. Following the third anniversary of the Closing Date, Buyers will have the right to the continued use of the "Noma" name until the fifth anniversary thereof, provided that Buyers shall pay Sellers a royalty equal to one percent of the net sales of all goods sold by Buyers or NOP U.S. containing the "Noma" name. At or prior to the Closing NOP U.S. will change its name to one not including "Noma" or any variation thereof. Prior to the Closing the parties will enter into a mutually satisfactory license agreement containing reasonable quality control and use provisions providing for the terms of this Section 8.14. To the extent that any of the goods presently sold in the operation of the businesses of NOP U.S., NOP Canada, Dynamark or any Subsidiary are not the subject of a registration of a Noma trademark in Canada or the United States, Sellers agree to take all reasonable steps to register the trademark for such goods at their sole expense and the Buyers agree to do all things as may be required to assist in obtaining such registration.

8.15 Dynamark Output and Supply Agreement. Canadian Parent and U.S. Parent and Buyers agree to enter

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into the Dynamark Output and Supply Agreement, in the form attached hereto as Schedule 8.15, on the Closing Date.

8.16 Transfer of Confidentiality Agreements. At or prior to Closing, the relevant Seller parties will assign to NOP U.S. and Murray Canada the benefit of any and all confidentiality agreements either of them (or any of their Affiliates) entered into with third parties relating to the assets or businesses of NOP U.S., NOP Canada or any Subsidiary to the extent that they relate to such assets or businesses.

8.17 Public Announcements. Without the consent of the other party hereto, except as required by law neither the Sellers, NOP U.S. nor the Buyers will (and the Sellers will cause the Subsidiaries not to) issue any press releases or otherwise make any public statements with respect to this Agreement and the transactions contemplated hereby and none of the Sellers, the Subsidiaries nor the Buyers shall issue any such press release or make any such public statement prior to such consent.

8.18 Competition and Non-Solicitation.

(a) For a period of five years following the Closing Date, Sellers shall not, and shall cause their Affiliates not to, without the prior written consent of Tomkins PLC, (i) engage or participate, directly or indirectly, whether as an employee, agent, consultant, representative, officer, director or investor (other than as an investor owning not more than 1% of the voting securities) of or in, or receive any stock payment in the way of or remuneration from, any enterprise, business or entity which engages or becomes engaged, anywhere in the United States, Canada or Europe, in the manufacture, distribution or sale of any products manufactured, distributed or sold, or which are under development, by NOP U.S., NOP Canada or any Subsidiary, as of the Closing Date (the "Products") or (ii) disclose to any third party any confidential information regarding NOP U.S., its Subsidiaries or the Canadian Business.

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(b) For a period of five years from the date hereof, Sellers will not, and will cause their Affiliates not to, (i) solicit the employment (including any consulting or similar arrangement) of any employee or officer of Buyers, NOP U.S. or the Subsidiaries or (ii) solicit any such employee or officer to otherwise leave the employment of Buyers, NOP U.S. or the Subsidiaries, as the case may be.

(c) Sellers and Buyers agree that in the event that either the length of time or geographical area set forth in this Section 8.18 is deemed too restrictive by any court of competent jurisdiction, the covenants and agreements in Sections 8.18(a) and 8.18(b) shall be enforceable for such time and within such geographical area as such court may deem reasonable under the circumstances.

8.19 Services of David Wrench and Darrell Chapman and Ron Berman. Sellers will use their best efforts to cause David Wrench, Darrell Chapman and Ron Berman to enter into consulting agreements, effective upon the Closing Date, to provide services to NOP U.S. and the Canadian Business, respectively, on terms and conditions reasonably satisfactory to Buyers until June 30, 1994. Prior to June 30, 1994, either Buyers or Sellers may make offers of employment or consultancy to any of Messrs. Chapman, Wrench or Berman which offers will not be effective until June 30, 1994.

8.20 Releases by Releasing Directors and Officers. Sellers will use their best efforts to cause each Releasing Director and Officer to execute on or prior to the Closing a D&O Release, in the form to be provided by Buyers to Sellers 10 days prior to Closing, effective as of the Closing.

8.21 Intellectual Property Transfers. At or prior to the Closing, Sellers and NOP U.S. shall cause all Intellectual Property subject, in the case of the Noma name, to Section 8.14 hereof, used in the businesses of NOP U.S., NOP Canada or the Subsidiaries which is held by, or registered in the name of, any of the Sellers to be transferred without consideration other than as provided herein to NOP U.S., Murray Canada or one of the Subsidiaries (other than Dynamark), as specified by Buyers and will execute and submit for recordal any documents necessary to effectuate such transfer. If any registered Intellectual Property (including patents) is owned by NOP U.S., NOP Canada or the Subsidiaries but is not currently in the

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name of said entity, Sellers shall cause said entity to take all steps on or prior to Closing necessary, including the filing or submission for recordal of any documents, to cause record ownership in its name. If any Trademark which includes the "Noma" name is owned by NOP U.S. or a Buyer following Closing, Buyers agree to cause such owner to transfer the Trademark to a nominee designated by Canadian Parent so long as rights of the Buyers under Section 8.14 are not impaired.

8.22 Consents. At or prior to the Closing, Sellers and NOP U.S. will use their best efforts to (i) deliver to Buyers all consents necessary to the consummation of the transactions contemplated by this Agreement and the Closing Documents, which consents from creditors will contain a release of Buyers for any liability associated with noncompliance with bulk transfer laws, and any other consents required therefor and (ii) take all action required to cause all applicable parties to remove any and all Liens other than the Permitted Encumbrances in favor of such parties on any of the Canadian Business, the U.S. Stock or any of the assets of NOP U.S. and its Subsidiaries.

8.23 Expenses. Sellers agree that all expenses incurred by any of them, NOP U.S. or the Subsidiaries in connection with the negotiation, execution and delivery of this Agreement and the transactions contemplated hereby or the performance of their obligations in connection therewith, including without limitation expenses of lawyers, accountants and other professionals, will be borne by Canadian Parent and U.S. Parent, and NOP U.S., NOP Canada and the Subsidiaries will not have made any payment with respect thereto nor will they have any liability in connection therewith.

8.24 Release of Guarantees by Canadian Parent. In connection with the guarantee by Canadian Parent or U.S. Parent of NOP U.S.'s obligations in respect of those agreements specified in Schedule 8.24 hereof (the "IRB and Comdisco Guarantees"), it is acknowledged by the parties hereto that Canadian Parent will seek releases from the IRB and Comdisco Guarantees and in connection therewith The Murray Ohio Manufacturing Company ("Murray") agrees to substitute for Canadian Parent as the guarantor of such obligations to the extent necessary to obtain such releases for Canadian Parent. In the event that Canadian Parent is not released from the IRB and Comdisco Guarantees, Murray agrees to guarantee the indemnification obligations of NOP

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U.S. pursuant to Section 13(c) with respect to such IRB and Comdisco Guarantees.

8.25 Waiver of Bulk Sales. Murray Canada and NOP Canada and Dynamark hereby waive compliance with the provisions of the Bulk Sales Act (Ontario) and any similar provisions of any other applicable law; provided that NOP Canada and Dynamark shall, forthwith after Closing, file an affidavit pursuant to subsection 11(1) of the Bulk Sales Act (Ontario) and any similar provisions of any other applicable law, in prescribed form, in respect of the sale of the Canadian Business hereunder.

8.26 Maintenance of Records. From and after the time of Closing, the Buyers shall retain the books, records and documents of or relating to the Canadian Business and NOP U.S., respectively, and shall keep same at NOP U.S.'s offices in North America and shall keep the Sellers advised of the location of same. The Buyers shall permit the Sellers and their representatives to inspect same, upon reasonable notice, during normal business hours. The Buyers shall not be responsible or liable to the Sellers for or as a result of any loss or destruction of or damage to any such records.

8.27 Payment of Canadian Pension Contribution Payment. At Closing, Sellers will deliver to Buyers the amount of the Canadian Pension Contribution Payment by bank draft or cashiers cheque.

8.28 Shared Employees. From and after the Closing, Buyers will pay their equitable share, based on the services actually rendered for the benefit of Buyers following the Closing, of the compensation paid to three employees of Canadian Parent who currently provide services to NOP U.S. or NOP Canada and Sellers agree to make such employees available to NOP U.S. and the Canadian Business; provided that Buyers may terminate such arrangement for shared services at any time on 90 days notice to Sellers, after which Buyers shall have no liability in respect of any period subsequent to such date.

8.29 Nutmeg U.S. Savings Plan. With respect to the Employees' Savings Plan of U.S. Parent and its Subsidiaries and the profit sharing plan adopted by NOP U.S. in the form thereof (the "NOP U.S. Savings Plan"), the Sellers will take any and all action necessary or desirable to vest in NOP U.S., any and all authority and power of U.S. Parent under the NOP U.S. Savings Plan for periods after the Clos-

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ing Date (including, without limitation, the authority to amend and terminate the NOP U.S. Savings Plan), and NOP U.S. shall assume all of U.S. Parent's duties, responsibilities and obligations with respect thereto for periods after the Closing Date.

8.30 Des Moines IRB. As soon as practical after the Closing, Sellers shall repay all indebtedness and satisfy in full all liabilities and obligations under any financing agreement relating to a Des Moines, Iowa facility previously owned by Western International Incorporated (including under that certain financing agreement dated as of June 1, 1979) (the "Des Moines IRB").

8.31 Forward Exchange Contracts. On or prior to Closing, Sellers shall transfer to Murray Canada the three forward exchange contracts described on Schedule 8.31 (the "FX Contracts") and all benefits thereunder (including any amounts received thereunder during the Interim Period) pursuant to which NOP Canada (or an Affiliate thereof) has the right to purchase United States dollars upon the terms specified in such Schedule 8.31.

9. **Taxes**.

9.1 Tax Indemnification. Notwithstanding anything in this Agreement to the contrary, Sellers shall jointly and severally indemnify Buyers and its Affiliates (including NOP U.S. and its Subsidiaries) and hold them harmless for, from and against (i) all liability for all Taxes (other than as provided in the next paragraph) of NOP U.S. and its Subsidiaries for 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) the Closing Date ("Pre-Closing Tax Period"), including, without limitation, any liability for Taxes imposed upon NOP U.S. and its Subsidiaries pursuant to United States Treasury Regulation §1.1502-6 as a result of being a member of the affiliated group, within the meaning of Section 1504 of the Code, of which U.S. Parent is a member (the "U.S. Parent Affiliated Group"), (ii) all liability for Taxes accruing on or before the Closing Date which result from (A) the Election (as defined in Section 9.3 of this Agreement) and (B) any actual or deemed asset sales resulting from the Election under the Laws of any jurisdictions, and (iii) all liability for Taxes that is or may be asserted against Murray Canada including, without limitation, Taxes described in Sections 9.5 and 9.6 hereof for which Sellers are liable pursuant to such Sections,

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except to the extent that such liability for Taxes constitutes an Assumed Liability under this Agreement.

Buyers shall jointly and severally indemnify Sellers and hold them harmless for, from and against (i) all liability for Taxes of NOP U.S. and its Subsidiaries for any taxable period ending after the Closing Date, except to the extent such taxable period began before the Closing Date, in which case the indemnity of Buyers will cover only that portion of any such Taxes that are not for any Pre-Closing Tax Period or otherwise covered by clause (ii) of the preceding paragraph, and (ii) all liability for Taxes (including, without limitation, Taxes described in Section 9.5 hereof for which Buyers are liable pursuant to such Section) that constitute an Assumed Liability under this Agreement.

In the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the Taxes of NOP U.S. and its Subsidiaries for the applicable Pre-Closing Tax Period shall be computed as if such taxable period ended on and included the Closing Date (and included any income from any deemed or actual asset sale pursuant to the Election).

9.2 Procedures Relating to Indemnification of Tax Claims. If a claim for Taxes shall be made by any taxing authority in writing, which, if successful, might result in an indemnity payment pursuant to Section 9.1, the party seeking indemnification ("Indemnified Party") shall promptly notify the other party ("Indemnifying Party") in writing of such claim (a "Tax Claim").

With respect to any Tax Claim which might result in an indemnity payment to Buyers pursuant to Section 9.1 (other than a Tax Claim attributable to a Straddle Period or a taxable period beginning after the Closing Date), Sellers shall be entitled to control all proceedings taken in connection with such Tax Claim (including, without limitation, selection of counsel) and, without limiting the foregoing, may at its sole expense and, subject to the prior written consent of Buyers pursue or forego any and all administrative appeals, proceedings, hearings and conferences with any taxing authority with respect thereto, and, subject to the prior written consent of Buyers, either settle the Tax Claim, pay the Tax claimed and sue for a refund where applicable law permits such refund suits, or contest such Tax Claim in any permissible manner.

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All proceedings taken in connection with any Tax Claim attributable to a taxable period beginning after the Closing Date or a Straddle Period which might result in an indemnity payment to Buyers pursuant to Section 9.1 hereof shall be controlled by Buyers. The Sellers agree and agree to cause their Affiliates, to cooperate with Buyers (and their Affiliates), in pursuing such contest. Sellers shall be kept informed of any such contest and with respect to a Tax Claim attributable to a Straddle Period shall have the right to participate in such proceedings, at its expense. Buyers shall not settle a Tax Claim with respect to a Straddle Period of NOP U.S. or its Subsidiaries for which Sellers are liable under this Agreement without the prior written consent of Sellers, which consent shall not be unreasonably withheld.

With respect to any Tax Claim which might result in an indemnity payment to Sellers pursuant to Section 9.1 (other than a Tax Claim attributable to a taxable period ending on or before the Closing Date, but including a Tax Claim in respect of Taxes that constitute an Assumed Liability under Section 2.2(i)(c) hereof), Buyers shall be entitled to control all proceedings taken in connection with such Tax Claim (including, without limitation, selection of counsel) and, purse or forego any and all administrative appeals, proceedings, hearings and conferences with any taxing authority with respect thereto, and either settle the Tax Claim, pay the Tax Claim and sue for a refund where applicable law permits such refund suits or contest such Tax Claim in any permissible manner. All proceedings taken in connection with any Tax Claim attributable to a taxable period ending on or prior to the closing Date (but not including proceedings relating to a Tax Claim in respect of Taxes that constitute an Assumed Liability under Section 2.2(i)(c) hereof) which might result in an indemnity payment to Sellers pursuant to Section 9.1 hereof shall be controlled by Sellers. The Buyers agree, and agree to cause their Affiliates, to cooperate with Sellers (and their Affiliates), in pursuing such contest. Buyers shall be kept informed of any such contest and shall have the right to participate in such proceedings, at its expense. Sellers shall not settle or pay a Tax Claim with respect to a taxable period ending on or prior to the Closing Date for which Buyers are liable under this Agreement without the prior written consent of Buyers.

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9.3 Section 338(h)(10) Election.

(a) With respect to the acquisition of the U.S. Stock hereunder (i) U.S. Parent and Tomkins U.S. shall jointly make a valid, timely and effective election under Section 338(h)(10) of the Code (the "Election"), (ii) U.S. Parent and Tomkins U.S. shall, as promptly as practicable following the Closing Date, cooperate with each other to take all actions necessary and appropriate (including filing such forms, returns, elections, schedules and other documents as may be required) to effect and preserve a timely Election in accordance with the provisions of Treasury Regulation § 1.338(h)(10)-1 or any successor provisions and (iii) U.S. Parent and Tomkins U.S. shall report the sale of U.S. Stock pursuant to this Agreement consistent with the Election and shall take no position to the contrary thereto in any Tax Return or any proceeding before any taxing authority, except as such Tax Return or proceeding relates solely to Tennessee state Taxes.

(b) In connection with the Election, Tomkins U.S. shall establish the Adjusted grossed-up basis and the modified Aggregate Deemed Sales Price (each as defined under applicable U.S. Treasury Regulations) and, subject to the consent of U.S. Parent (which consent may not be unreasonably withheld) the allocation of the modified Aggregate Deemed Sales Price among the assets of NOP U.S. The allocations of the Adjusted grossed-up basis and the modified Aggregate Deemed Sales Price shall be made in accordance with Section 338 of the Code and any applicable U.S. Treasury Regulations. Except for Tennessee State Tax purposes, U.S. Parent and Tomkins U.S. (i) shall be bound by such allocations for purposes of determining any Taxes; (ii) shall prepare and file all Tax Returns to be filed with any taxing authority in a manner consistent with such allocations; and (iii) shall take no position inconsistent with such allocations in any Tax Return, any proceeding before any taxing authority or otherwise. In the event that such allocations are disputed by any taxing authority, the party receiving notice of such dispute shall promptly notify and consult with the other party hereto concerning resolution of such dispute.

9.4 Survival of Tax Provisions. Any claim to be made pursuant to Sections 9.1 through 9.3 hereof must be made no later than sixty (60) days after the expiration (with valid extensions) of the applicable statute of limitations, if any, relating to the Taxes at issue.

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9.5 Real Property and Personal Property Taxes. Sellers shall pay or cause to be paid any and all liabilities of NOP U.S. and its Subsidiaries and any and all liabilities of or with respect to the Canadian Business, as the case may be, for real property and personal property Taxes and assessments relating to Pre-Closing Tax Periods (and the relevant portion of any Straddle Period). Buyers shall pay or cause to be paid any and all liabilities of NOP U.S. and its Subsidiaries and any and all liabilities of or with respect to the Canadian Business, as the case may be, for real property and personal property Taxes and assessments relating to taxable periods ending after the Closing Date (or the relevant portion of any Straddle Period); provided, however, that real property Taxes, if any, of NOP U.S. and its Subsidiaries shall be apportioned between U.S. Parent and Tomkins U.S. in accordance with the principles of Section 164(d) of the Code.

9.6 Transfer Taxes. Notwithstanding any other provisions of this Agreement to the contrary, Sellers shall pay, or cause to be paid, all sales, use, transfer, stamp, gains, duties, recording and similar taxes, if any, required to be paid in connection with the purchase by Tomkins U.S. of the U.S. Stock and the Election, and the purchase by Murray Canada of the Canadian Business, as the case may be, pursuant to this Agreement. Murray Canada agrees to deliver to NOP Canada and Dynamark at Closing any certificate of exemption or similar documentation which may be required in order to establish entitlement to any applicable exemption in respect of any such Taxes.

9.7 Tax Return Filings.

(a) U.S. Parent and Canadian Parent, as the case may be (the "Seller Filing Parties"), shall prepare or cause to be prepared and file or cause to be filed on a timely basis (in each case, at its own cost and expense and in a manner consistent with past practice) all Tax Returns with respect to NOP U.S. and its Subsidiaries for taxable periods ending on . rior to the Closing Date and all Tax Returns with respect o NOP Canada and Dynamark for all periods, as the case may be. Other than Tax Returns with respect to Taxes that constitute Excluded Liabilities in respect of the Canadian Business under this Agreement, the Seller Filing Parties shall provide Tomkins U.S. and Murray Canada, as the case may be, with copies of such Tax Returns (which, with respect to Tax Returns that relate to an affiliated, combined, unitary or other aggregate group that includes NOP U.S. and its Subsidiaries

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shall be "pro-forma" returns) covering any taxable period beginning on January 1, 1994 and ending on, prior to or that includes the Closing Date, at least thirty (30) days prior to the due date thereof (including any extensions thereto). Sellers shall pay all Taxes shown on all such Tax Returns.

(b) Tomkins U.S., shall prepare or cause to be prepared and shall file or cause to be filed on a timely basis all other Tax Returns with respect to NOP U.S. and its Subsidiaries. In connection therewith, Sellers shall be responsible for and shall pay all Taxes for which it has agreed to indemnify Buyers pursuant to Section 9 hereof. Tomkins U.S. shall provide U.S. Parent with copies of any such Tax Returns covering the Taxes described in Section 9 at least thirty (30) days prior to the due date thereof (giving effect to any extensions thereto), accompanied by a statement calculating the indemnification obligation of Sellers under Section 9 hereof. Sellers shall pay to Tomkins U.S. the amount of its indemnification obligation within ten days of receiving copies of such Tax Returns and accompanying statement. Buyers and Sellers agree to consult and resolve in good faith any issues arising as a result of the review of such Tax Returns and statements by Sellers with respect to Taxes for which Sellers are obligated to indemnify Buyers under Section 9.1. If the parties are unable to resolve any such dispute within ten (10) business days prior to the due date for filing of the Tax Return in question (including any extensions thereof), the parties shall jointly request Price Waterhouse to resolve any issue in dispute as promptly as possible. If Price Waterhouse is unable to make a determination with respect to any disputed issue prior to the due date (including any extensions thereof) for the filing of the Tax Return in question, Buyers shall be entitled to file, or cause to be filed, the Tax Return in question without such determination having been made, provided, however, that the final decision of Price Waterhouse shall be rendered as promptly as possible following the filing of the Tax Return in question. Not later than two business days before the due date (including any extensions thereof) for the payment of Taxes with respect to the Tax Return in question, Sellers shall pay to Buyers an amount equal to the Taxes shown on the statement accompanying the Tax Return in question as being chargeable to Sellers under this Agreement. Appropriate adjustments shall be made to the amount paid by Sellers to Buyers in order to reflect the decision of Price Waterhouse. The fees and disbursements of Price Waterhouse shall be allocated between Buyers and Sellers in the same

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proportion that the aggregate amount of the dispute so submitted to Price Waterhouse that is unsuccessfully disputed by each (as finally determined by Price Waterhouse) bears to the total amount of the disputed item so submitted.

(c) The parties hereto shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns (including amended returns and claims for refund), including maintaining and making available to each other all records necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes. The parties hereto recognize that U.S. Parent, Canadian Parent and their Affiliates may need access, from time to time, after the Closing Date, to certain accounting and tax records and information held by NOP U.S. and the Canadian Business, as the case may be, to the extent such records and information pertain to events occurring prior to the Closing Date; therefore, Tomkins U.S. and Murray Canada, agree that (i) from and after the Closing Date until the second anniversary of the Closing Date, Tomkins U.S. and Murray Canada shall, and shall cause NOP U.S. and the Canadian Business, as the case may be, to (A) properly retain and maintain such records and (B) allow U.S. Parent or Canadian Parent, as the case may be, to inspect, review and make copies of such records as U.S. Parent or Canadian Parent, as the case may be, may deem necessary or appropriate from time to time, such activities to be conducted during normal business hours and at the expense of the requesting party and (ii) from and after the second anniversary of the Closing Date, neither of Tomkins U.S. nor Murray Canada shall dispose of any such records without first providing U.S. Parent or Canadian Parent, as the case may be, with an opportunity to take possession of such records or to make copies thereof, at the expense of U.S. Parent or Canadian Parent, as the case may be, prior to any such disposal.

9.8 <u>Termination of Tax Sharing Agreements</u>. Sellers hereby agree and covenant that any obligation of NOP U.S. or its Subsidiaries pursuant to any tax sharing agreement or similar arrangements shall be terminated before March 4, 1994, and no payments pursuant to any such tax sharing agreement or arrangements shall be made after such termination.

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9.9 Rebate Applications. After Closing, NOP Canada and Dynamark shall promptly make or join in such applications, and provide such authorizations, documentation, information and assistance, as Murray Canada may from time to time reasonably require in order to obtain a drawback, rebate, refund, remission or credit of any Taxes to which Murray Canada is entitled under this Agreement.

9.10 Income Tax Act (Canada). Murray Canada and NOP Canada and Dynamark shall jointly elect, in prescribed form and in prescribed manner, that the provisions of Section 22 of the Income Tax Act (Canada) and any similar provisions of any applicable taxing statute shall apply with respect to the sale of the Canadian Business pursuant to this Agreement.

9.11 Excise Tax Act (Canada). At Closing, Murray Canada and NOP Canada and Dynamark shall jointly elect pursuant to subsection 167(1) of the Excise Tax Act (Canada) in respect of the sale of the Canadian Business pursuant to this Agreement, and Murray Canada shall forthwith file such election.

9.12 Indemnification Gross-Up. Any indemnification payment made by Murray Canada (or any successor to Murray Canada or the Canadian Business), on the one hand, and Sellers, on the other hand, pursuant to this Agreement shall be made on a grossed up basis so that after deducting any goods and service tax which the indemnified party is deemed to have collected and the indemnifying party has deemed to have paid in respect of such payment, the amount of such payment is equal to the amount which would have been payable in accordance with this section had section 182 of the Excise Tax Act (Canada) not been applicable.

10. **Conditions to Closing**.

10.1 Conditions Precedent to Obligation of Buyers. The obligation of Buyers to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions, any one or more of which may be waived, in whole or in part, by the Buyers:

(a) The representations and warranties of Sellers contained in this Agreement or in any exhibit, schedule, certificate or document delivered to Buyers (or any one of them) pursuant hereto were true in all material respects when made and shall be deemed to have been made

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again at and as of the Closing Date and shall then be true in all material respects, except that representations and warranties made at and as of a specific date shall be deemed made at and as of such date.

(b) Sellers shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

(c) Buyers shall have been furnished with opinions dated the Closing Date of (i) Goodman & Goodman, (ii) Mayer Brown & Platt, and (iii) such other counsel for the Sellers, substantially in the form and substance to be reasonably agreed upon by the parties hereto.

(d) No action, suit, or proceeding before any court or Governmental Entity or regulatory authority shall be pending, no investigation by any Governmental Entity shall have been commenced, and no action, suit or proceeding by any Governmental Entity or regulatory authority shall have been threatened, against Buyers, Sellers, NOP U.S., or any of the Subsidiaries, or any of the principals, officers or directors of any of them, seeking to restrain, prevent, or materially change the transactions contemplated hereby or questioning the legality or validity of any such transactions or seeking damages in connection with any such transactions.

(e) There shall not be in effect any injunction, stay or restraining order issued by any court of competent jurisdiction, whether foreign or domestic, enjoining or preventing the consummation of the transaction contemplated hereby or staying the effectiveness of any related material consent, approval or order of any Governmental Entity or third party. There shall not be any request for such injunction, stay or restraining order by any Governmental Entity pending or threatened before any court of competent jurisdiction, whether foreign or domestic.

(f) No statute, rule or regulation, whether foreign or domestic, shall have been adopted or enacted which prohibits or restricts the consummation of the transactions contemplated hereby.

(g) All material consents of Governmental Entities and of all other parties listed on Schedule 6.4(b), and all material permits and filings with and notifications of Governmental Entities necessary on the part of

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Sellers, Buyers, NOP U.S., or the Subsidiaries for the lawful consummation of the transactions contemplated hereby and to permit the continued operation of NOP U.S., and the Subsidiaries in substantially the same manner after the Closing Date as theretofore conducted (other than routine post-closing notifications or filings) shall have been obtained or effected and shall be in full force and effect.

(h) Sellers, NOP U.S., and the Subsidiaries shall have filed all reports and satisfied all requests of additional information pursuant to the HSR Act and the Exon-Florio Amendment and all applicable waiting periods thereunder shall have expired, and the acquisition of the Canadian Business by Murray Canada shall have been approved under the Investment Canada Act.

(i) Robert Furger shall have modified his employment agreement with Dynamark, effective upon the Closing Date, upon terms and conditions satisfactory to Buyers.

(j) The terms of the trademark license agreement which Sellers have advised Buyers have been agreed to between O.M. Scott & Sons Co. and NOP U.S. shall be reflected in a written agreement executed on terms reasonably satisfactory to Buyers.

(k) No change in the business or assets of NOP U.S., NOP Canada or the Subsidiaries shall have occurred since the date of this Agreement that constitutes a Material Adverse Effect.

(l) NOP U.S. and Murray Canada have entered into an MIS Services Agreement with Netron, Inc. on terms and conditions reasonably satisfactory to NOP U.S. and NOP Canada.

(m) Buyers shall have received the consent of the U.K. Treasury required under Section 765 of the Income and Corporation Tax Act of 1988 under U.K. law.

(n) Buyers shall have obtained all permits, including Environmental Permits (whether by transfer, reissuance, modification or otherwise) required for the operation of NOP U.S., its Subsidiaries and the Canadian Business as presently conducted and as contemplated by this Agreement.

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(o) At or prior to Closing, U.S. Parent will furnish Buyers with an affidavit prepared in accordance with Section 1445(b) of the Code and applicable U.S. Treasury Regulations stating, under penalties of perjury, that U.S. Parent is not a foreign person and setting forth U.S. Parent's U.S. taxpayer identification number.

(p) At Closing, Sellers shall have obtained the Insured Benefit Plans (as defined in Section 11.5).

10.2 Conditions Precedent to Obligation of Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions, any one or more of which may be waived, in whole or in part, by the Sellers:

(a) The representations and warranties of Buyers contained in this Agreement or in any exhibit, schedule, certificate or document delivered to Sellers pursuant hereto were true in all material respects when made and shall be deemed to have been made again at and as of the Closing Date and shall then be true in all material respects, except that representations and warranties made at and as of a specific date shall be deemed made at and as of such date.

(b) Buyers shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by Buyers on or prior to the Closing Date.

(c) Sellers and the Company shall have been furnished with opinions dated the Closing Date of Skadden, Arps, Slate, Meagher & Flom, and Fasken, Campbell & Godfrey, counsel to Buyers and Murray, in form and substance to be reasonably agreed upon by the parties hereto.

(d) No action, suit or proceeding before any court or Governmental Entity or regulatory authority shall be pending, no investigation by any Governmental Entity or regulatory authority shall have been commenced, and no action, suit or proceeding by any Governmental Entity or regulatory authority shall have been threatened, against Buyers, Sellers, NOP U.S. or any of the Subsidiaries or any of the principals, officers or directors of any of them, seeking to restrain, prevent, or materially change the transactions contemplated hereby or questioning the

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legality or validity of any such transactions or seeking damages in connection with any such transactions.

(e) There shall not be in effect any injunction, stay or restraining order issued by any court of competent jurisdiction, whether foreign or domestic, enjoining or preventing the consummation of the transactions contemplated hereby or staying the effectiveness of any related material consent, approval or order of any Governmental Entity or third party. There shall not be any request for such injunction, stay or restraining order by any Governmental Entity pending or threatened before any court of competent jurisdiction, whether foreign or domestic.

(f) No statute, rule or regulation, whether foreign or domestic, shall have been adopted or enacted which prohibits or restricts the consummation of the transactions contemplated hereby.

(g) All material consents of Governmental Entities and all other parties listed on Schedule 6.4)(b) and Schedule 7.3(b), and all material permits and filings with and notifications of Governmental Entities necessary on the part of Buyers and Sellers for the consummation of the transactions contemplated hereby (other than routine post-closing notifications or filings) shall have been obtained or effected and shall be in full force and effect.

(h) Buyers shall have filed all reports and satisfied all requests of additional information pursuant to the HSR Act and all applicable waiting periods thereunder shall have expired, and the acquisition of the Canadian Business by Murray Canada shall have been approved under the Investment Canada Act.

11. **Canadian Employees and Employee Benefit Plans**.

11.1 Offer of Employment. Murray Canada shall as of the Closing or at such other time as may be agreed with NOP Canada offer employment to each Employee (as hereinafter defined), upon terms and conditions substantially the same as those upon which such Employee is employed at Closing (it being acknowledged, however, that such terms and conditions will not include any stock purchase plan or equity based or related benefits). NOP Canada and Dynamark shall encourage all Employees to accept such offer of Murray Canada, and shall take all reasonable

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action requested by Murray Canada to facilitate the making of such offer.

11.2 Continued Responsibilities of Sellers. Canadian Parent shall remain responsible for:

(a) the termination of employment with NOP Canada or Dynamark, as the case may be, and all liability, cost or expense arising out of or in respect of such termination, of any Employee who does not accept Murray Canada's offer of employment pursuant to Section 11.1 above, as evidenced by such Employee's failure to report to work, without excuse, following the Closing, or in any other manner; and

(b) any other liability or obligation of NOP Canada or Dynamark to any Employee, which is not an Assumed Liability.

11.3 Definition of Employees. For the purpose of Section 11.1, "Employees" means all employees of NOP Canada or Dynamark at Closing employed in the Canadian Business, but shall exclude any employee who is on long-term disability leave at the Closing.

11.4 Canadian Benefit Plans

(a) Murray Canada shall establish, as soon as reasonably practicable after the execution of this Agreement, an employee pension plan (the "New Plan") providing substantially the same benefits to Transferring Employees in respect of service after Closing, and the same benefits in respect of service prior to Closing, as provided under the Existing Plan. Murray Canada shall also, as soon as reasonably practicable after Closing, apply for registration of the New Plan under the Income Tax Act (Canada) and the Pension Benefits Act (Ontario).

(b) After the Closing and until the New Plan has been established and registered as contemplated in (a) above and the transfer contemplated in (d) below has been completed:

(i) Each of the Canadian Parent, NOP Canada and Dynamark, as applicable, shall cause the administrator and/or trustee and/or custodian of the Existing Plan to accept all instructions and contributions from Murray Canada relating to Transferring Employees of each of NOP Canada and Dynamark, respectively, made in accordance with

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the terms and conditions of the Existing Plan, including contributions made by Transferring Employees; and

(ii) all benefits payable under the Existing Plan to Transferring Employees shall be paid from and pursuant to the Existing Plan.

(c) Each of the Canadian Parent, NOP Canada and Dynamark, as applicable, shall as soon as reasonably practicable after Closing, prepare and submit to the Department of National Revenue, Taxation and the Pension Commission of Ontario applications concerning the transfer of the Transfer Value from the Existing Plan to the New Plan.

(d) As soon as the New Plan has been established and registered as contemplated in (a) above and each of the Canadian Parent, NOP Canada and Dynamark, as applicable, has received approval from the Department of National Revenue, Taxation and the Pension Commission of Ontario for the transfer of the Transfer Value from the Existing Plan to the New Plan, each of the Canadian Parent, NOP Canada and Dynamark, as applicable, shall cause such transfer to be effected.

(e) For the purposes of this Section:

(i) "Existing Plan" means the Revised Pension Plan for Employees of Noma Industries Limited, as revised and restated December 1, 1991 (Ontario registration no. C-9569 and Revenue Canada registration no. 508655;

(ii) "Transferring Employees" means Employees who are participants under the Existing Plan at Closing and who accept employment with Murray Canada pursuant to Section 11.1.

(iii) "Transfer Date" means the date of the transfer of the Transfer Value to the New Plan;

(iv) "Value" shall have the meaning ascribed thereto in The Canada Life Assurance Company Policy No. P.32711 (the "Existing Insurance Policy") and shall be calculated in accordance therewith;

(v) "Member Accounts" means the accounts established pursuant to the Existing Insurance Policy" to hold and invest contributions made by and on behalf of

Transferring Employees pursuant to the terms of the Existing Plan; and

(vi) "Transfer Value" means cash in an amount equal to the aggregate of the Value at the Transfer Date of all Member Accounts held under the Existing Plan for the account of Transferring Employees of NOP Canada or Dynamark, as applicable, and all contributions in respect of employment of such Transferring Employees to the Transfer Date made or required to be made by such Transferring Employees, Canadian Parent, NOP Canada, Dynamark or Murray Canada to the Existing Plan which have not yet been allocated to such Transferring Employees' Member Accounts under the Existing Plan and interest on such contributions from the date of deposit to the Existing Plan to the Transfer Date at the rate of return earned by the Existing Plan fund in respect of such unallocated contributions. For further certainty, Transfer Value shall include the Value of all contributions made or required to be made by Canadian Parent, NOP Canada or Dynamark, as applicable, for Transferring Employees who have participated in the Existing Plan for less than 2 years at Closing.

11.5 Insured Benefits.

(a) Sellers shall use their best efforts (including the payment of the first year premium in excess of the premium contemplated in (iii) below) to obtain benefit plans (the "Insured Benefit Plans"), effective from and following the Closing Date, for those employees of each of NOP Canada and Dynamark who accept employment with Murray Canada (the "Transferring Employees"), on the following terms:

(i) the Insured Benefit Plans shall provide for the same life, accidental death and dismemberment and long term disability benefits to which such Transferring Employees were entitled under the Canadian Plans immediately prior to Closing, without interruption or reduction;

(ii) each of the Insured Benefit Plans shall be funded through an insurance policy which shall provide for a waiver of any exclusion of pre-existing conditions for all Transferring Employees;

(iii) the premium rates in respect of such Insured Benefit Plans shall be guaranteed for a period of at least 12 months from the Closing Date, without retroactive rate adjustment or reassessment; and

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(iv) except as otherwise provided in (i) to (iii), the Insured Benefit Plans (including all policies referred to in (ii)), shall be upon the same terms and conditions as the applicable Canadian Plans.

(b) At Closing or as soon as reasonably practicable following the Closing, but effective as of the Closing Date, Sellers shall assign to Murray Canada and Murray Canada shall assume the Insured Benefit Plans, including all rights, obligations, and liabilities thereunder.

(c) Notwithstanding the foregoing, Sellers will provide continued coverage under the Canadian Plans to any Transferring Employee on leave at Closing until such Transferring Employee returns to active employment with Murray Canada, or until otherwise instructed by Murray Canada.

(d) From time to time after Closing, upon receipt of invoice therefor, Murray Canada shall pay to Sellers:

(i) an amount equal to premiums paid by Sellers under the Insured Benefit Plans from and after the Closing Date until the assignment pursuant to paragraph (b), above;

(ii) an amount equal to premiums paid by Sellers in respect of coverage provided pursuant to paragraph (c), above.

11.6 Non-Insured Benefits.

(a) Murray Canada shall establish, as soon as reasonably practicable after Closing, employee benefit plans (the "Health Benefit Plans") providing substantially the same health, dental and short term disability benefits to Transferring Employees as provided under the Canadian Plans which are funded through an "administrative services only" agreement (the "ASO Plans").

(b) Subject to paragraphs (c) and (d) below, as and from the Closing Date, Transferring Employees shall cease to participate in or accrue benefits under the ASO Plans.

(c) At the written request of Murray Canada, Sellers shall extend continued coverage to Transferring Employees under the ASO Plans on and after the Closing Date for a reasonable period after the Closing Date to permit

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Murray Canada sufficient time to establish the Health Benefit Plans.

(d) Sellers will provide continued coverage under the ASO Plans to any Transferring Employee on leave at Closing until such Transferring Employee returns to active employment with Murray Canada, or until otherwise instructed by Murray Canada.

(e) From time to time after Closing, upon receipt of invoice therefor, Murray Canada shall pay to Sellers:

(i) an amount equal to the health, dental and short term disability benefits paid to Transferring Employees in respect of coverage provided pursuant to paragraph (c), above;

(ii) an amount equal to the health, dental and short term disability benefits paid to Transferring Employees in respect of coverage provided pursuant to paragraph (d), above; and

(iii) an amount equal to administration fees paid by Sellers to the Administrator in respect of coverage provided pursuant to paragraphs (c) and (d), above.

12. **Termination**.

This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing without liability on the part of any party hereto (unless such liability is occasioned by reason of a material failure of one of the parties hereto to perform its obligations hereunder or a material breach by one of the parties in any respect of its representations and warranties):

(a) by mutual written consent of the parties;

(b) by either Sellers or Buyers, if the Closing shall not have occurred by July 1, 1994. The right to terminate this Agreement pursuant to this Section 12(b) shall not be available to any party whose breach of representations or warranties or failure to fulfill any obligation under this Agreement shall have been the cause of, or

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shall have resulted in the failure of the Closing to occur prior to such date.

13. Indemnification.

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(a) Survival of Representations and Warranties; Covenants. The representations and warranties of Sellers and Buyers contained herein shall survive until the first anniversary of the Final Determination Date, without regard to any investigation made by any of the parties hereto, except that (i) with respect to claims asserted pursuant to this Section 13 before the expiration of the applicable representation or warranty, such claims shall survive until finally and fully resolved and satisfied; (ii) the representations and warranties contained in Sections 6.7 (Ownership of Stock), 6.11 (Other Agreements), and 6.25 (Affiliate Transactions) shall survive the Closing without limitation; the representation in Section 6.15 (Environmental Matters) shall survive until the third anniversary of the Final Determination Date and the representations in Section 6.22 (Tax Matters) shall survive until 60 days after the expiration (including any valid extensions) of the applicable statute of limitations, if any, relating to the Taxes or Tax matters for which the relevant representation is given. Unless otherwise limited by the terms of this Agreement, covenants in this Agreement shall continue without limitation.

(b) Indemnification by Canadian Parent and U.S. Parent. Sellers shall jointly and severally indemnify Buyers and their respective Affiliates, officers, directors, employees and agents (collectively, the "Buyer Group") against, and hold each member of the Buyer Group harmless from, all expenditures, demands, actions, losses, damages, liabilities, equitable relief, litigation, suits, proceedings, claims, judgments, awards, obligations, responsibilities, penalties, costs and expenses, whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise, including without limitation, interest, penalties and reasonable attorneys', paralegals', experts' and consultants' fees and expenses (collectively "Damages"), arising out of or resulting from (i) any breach of any warranty, representation, covenant or agreement of any of the Sellers contained in this Agreement, (ii) the Excluded Liabilities or, (iii) any termination of the consulting agreement or arrangement with Alan Bothwell, (iv) any Phantom Equity Liability, (v) failure to comply with the provisions

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of any bulk transfer laws applicable to the transactions contemplated by this Agreement (other than with respect to the Assumed Liabilities), (vi) any liabilities or obligations associated with the Excluded Assets, (vii) claims relating to product liability made against NOP U.S., or its Subsidiaries by Tekavec, (viii) any matter relating to the financing referred to in Section 8.30 hereof, and (ix) the multi-employer plan to which Hudson Valley Tree has contributed or any other plan disclosed on Schedule 6.23(h). The term "Damages" is not limited to matters asserted by third parties against the indemnified party, but includes Damages incurred or sustained by the indemnified party in the absence of third party claims.

(c) Indemnification by Buyers. Buyers shall jointly and severally indemnify Canadian Parent and U.S. Parent and their Affiliates, officers, directors, employees and agents (collectively, the "Seller Group") against, and hold each member of the Seller Group harmless from all Damages arising out of or resulting from (i) the breach of any warranty, representation, covenant or agreement of Buyers contained in this Agreement, or (ii) from the Assumed Liabilities. Buyers shall pay the Sellers the amount of any liability to the extent (but only to the extent) it is set forth on the Effective Date Balance Sheets and is paid by Sellers to a third party after the Closing. Following the Closing, NOP U.S. will indemnify and hold harmless Canadian Parent from all liabilities arising out of or resulting from the guarantee of Canadian Parent of the IRB and Comdisco Guarantees (to the extent they do not arise from breaches or defaults which occurred prior to the Closing Date).

(d) Limitation on Indemnification. Notwithstanding the foregoing, members of the Buyer Group are not entitled to indemnification for breach of any representation or warranty pursuant to Section 13(b)(i), unless and until the aggregate amount of Damages subject to indemnification pursuant to Section 13(b)(i) exceeds $500,000, after which members of the Buyer Group shall be entitled to recover the full amount of their Damages, including the initial U.S.$500,000. Notwithstanding the foregoing, members of the Seller Group are not entitled to indemnification for breach of any representation or warranty pursuant to Section 13(c)(i), unless and until the aggregate amount of Damages subject to indemnification pursuant to Section 13(c)(i) exceeds U.S.$500,000 after which members of the Seller Group shall be entitled to recover the full amount of their Damages, including the initial U.S.$500,000. Notwithstanding the foregoing, (a) members of the Buyer

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Group are entitled to indemnification for breach of representations and warranties pursuant to Section 13(b)(i) and (b) members of the Seller Group are entitled to indemnification for breach of representations and warranties pursuant to Section 13(c)(i), in each case up to a maximum amount equal to the Aggregate Purchase Price, as adjusted pursuant to Section 8.8. The provisions of this Section 13(d) shall not apply to any indemnification for (i) Taxes (including Taxes and Tax matters described in the representations set forth in Section 6.22 hereof and Taxes described in Section 9 hereof) or (ii) for breach of the representations contained in (A) Section 6.7 (Ownership of Stock), (B) Section 6.11 (Other Agreements) and (C) Section 6.25 (Affiliate Transactions).

(e) Environmental Indemnification. (i) Notwithstanding any other provision of this Agreement, Sellers shall jointly and severally indemnify, defend and hold harmless Buyers for, from and against all Damages under Environmental Laws asserted against, resulting to, imposed on or incurred by Buyers, NOP U.S., its Subsidiaries or the Canadian Business, directly or indirectly, in connection with any of the following: (x) any pollution or threat to human health or the environment relating to the former Western International property in Des Moines, IA, (y) the Jackson, TN site relating to PCE or TCE contamination that existed at or in the vicinity of such site on or before the Closing Date, including, but not limited to, the order proposed by the Tennessee Solid Waste Disposal Control Board and litigation with International Telephone & Telegraph Corporation ("ITT"), or to the underground gasoline storage tank that reportedly was installed in 1981-82 and reportedly removed in 1987; and (z) any noncompliance with Environmental Laws relating to air emissions from the wet paint line at the Brampton Ontario site prior to the Closing Date, or prior to and continuing after the Closing Date until the earlier of installation of a powder paint line or the first anniversary of the Closing Date.

(ii) In addition to Buyers' other rights hereunder, including, without limitation, the Buyers' rights under Section 13(f) hereof, the Sellers, as indemnitors, shall be solely (as between Buyers and Sellers) responsible for taking charge of the defense of all claims, and, subject to the Buyers' consent (not to be unreasonably withheld or delayed), shall (directly or by contractual relationships with responsible parties, subject to the conditions set forth herein, including, without limitation, ITT), oversee, supervise, manage, perform and

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be solely (as between Buyers and Sellers) responsible for all environmental remediation including, but not limited to, investigation, monitoring, remedial activities, the handling, arranging for disposal, storage and transportation of wastes and materials, and such other actions as may be directly or indirectly necessary, relating to: (x) any property with respect to which the Sellers have indemnified the Buyers hereunder other than the Nutmeg Properties, including, without limitation, the former Western International property in Des Moines, IA, and (y) any contamination on the Jackson, TN site relating to PCE and TCE that existed at or in the vicinity of the site on or before the Closing Date, including, without limitation, the order proposed by the Tennessee Solid Waste Disposal Control Board and litigation with ITT. Sellers may contract with a responsible third party to perform remediation pursuant to this paragraph (ii) only if such third party agrees with Sellers to be bound by the conditions applicable to Sellers under Section 13 and, in any event, Sellers shall remain obligated and liable to Buyers hereunder. No remediation conducted by the Sellers on the Jackson, TN property shall interfere with or disrupt Buyers' operations (other than insignificant interferences and disruptions that are not unreasonable), diminish the value of the Jackson, TN property or violate any Environmental Laws or reasonable environmental, health and safety standards. With respect to the Jackson, TN property, the Buyers will cooperate in good faith (at Sellers' expense) in any cost recovery action brought by Sellers against any third party, and in any environmental remediation undertaken by Sellers or a responsible third party. Sellers shall retain the benefit of any recovery in such actions. The parties understand and agree that the Sellers' obligations hereunder are separate from and in no way dependent on any obligations the Buyers may have to the Sellers hereunder. To the extent allowed by applicable Environmental Laws, Sellers (or any responsible third party that assumes Sellers' remediation obligations) shall be deemed the generator of all wastes and materials generated, handled, stored, transported, or disposed of in connection with Sellers' obligations under this Section (e) and Sellers (or such third party) shall obtain their own generator identification number under Environmental Laws for such wastes and materials. Buyers agree to provide Sellers, governmental authorities, and any third party involved in a cost recovery action or a remediation agreement with Sellers (as well as their respective agents, representatives, contractors, attorneys, and engineers) reasonable access (at Sellers' expense) to the Jackson, TN property and NOP U.S. employees and records

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to conduct necessary investigation or remediation in accordance with Sellers' obligations under this Agreement, provided that such actions do not interfere with or disrupt Buyers' operations (other than insignificant interferences and disruptions that are not unreasonable), and to designate a person on the staff of NOP U.S. to facilitate access to the plant site, provided that such duties do not interfere with the person's normal employment duties and responsibilities (other than insignificant interferences that are not unreasonable).

(iii) With respect to remedial actions not addressed in paragraph (ii) hereof which are performed by Buyers in respect of which Buyers may be entitled to indemnification from Sellers under Section 13, Buyers shall act in good faith in implementing such remedial actions by (a) providing to Sellers timely notice of all potential claims ~~under Section 13~~ about which Buyers become aware; (b) sharing with Sellers in a timely manner all material non-privileged correspondence received from any third party that is relevant to such remedial action ~~that Buyers believe is covered under Section 13~~; (c) affording Sellers timely access to and an opportunity to comment within a time period specified by Buyers on (both draft and final versions) any material non-privileged correspondence to third parties, study protocols and results, remedial action workplans or reports relating to such remedial actions; (d) providing Sellers with timely notice of and an opportunity to attend any meetings or hearings with governmental bodies or courts, subject to the permission of such governmental bodies or courts where required; (e) preparing all remedial action strategies and plans in consultation with Sellers using appropriate cost-effective technology and clean-up criteria, including risk-based cleanup standards where permitted, in accordance with applicable Environmental Laws and having regard to the nature of the Business carried on at the Closing Date; (f) performing any work in a workmanlike and cost-effective manner; and (g) permitting Sellers, upon reasonable advance notice and on terms that are mutually agreed upon by Buyers and Sellers acting reasonably, to inspect and observe activities related to any such work.

(f) Indemnification Procedures. If a claim is asserted by a third party for which a party hereto or a member of its group is entitled to indemnification under this Section 13 (as the "indemnitee"), the indemnitee shall promptly give notice to that effect to the other party (the "indemnitor") provided that failure to give such notice

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shall not relieve the indemnitor from liability it may have except to the extent the indemnitor is actually prejudiced thereby. The indemnitor will be entitled to take charge of the defense against such claim at the indemnitor's cost and expense; provided that the indemnitor notifies the indemnitee within five days of receipt of notification of such claim from the indemnitee that the indemnitor accepts liability with respect to such and claim and that the indemnitor and its counsel shall proceed with diligence and in good faith with respect thereto; and provided further that the indemnitor will not consent to any settlement imposing any obligations on the indemnitee or members of its group other than financial obligations, for which the indemnitee or the members of its group will be indemnified hereunder, unless the indemnitee shall have consented in writing to such settlement. If indemnitor fails to so accept liability or to so proceed with diligence and in good faith, indemnitee shall be entitled, at indemnitor's cost and expense, to take charge of such defense. Notwithstanding the indemnitor's assumption of the defense or investigation of such claim, the indemnitee shall have the right to employ separate counsel and to participate in the defense or investigation of such claim, action or proceeding, and the indemnitor shall bear the expense of such separate counsel, if (i) in the written opinion of counsel to the indemnitee, use of counsel of the indemnitor's choice could reasonably be expected to give rise to a conflict of interest, (ii) the indemnitor shall not have employed counsel reasonably satisfactory to the indemnitee to represent the indemnitee within a reasonable time after notice of the assertion of any such claim or institution of any such action or proceeding or (iii) the indemnitor shall authorize the indemnitee to employ separate counsel at the indemnitor's expense. The indemnitor shall pay all expenses, including attorney's fees, that may be incurred by any indemnified party in enforcing the indemnity provided for in this Section 13 if such indemnified party prevails in such enforcement action. Notwithstanding any other provision hereof, at Sellers' expense, Buyers shall take charge of the defense of any claim relating to any remediation, abatement, prevention, corrective action, or other activity required to achieve compliance with, or discharge liability under, Environmental Laws, other than claims solely for damages or reimbursement for which Seller has acknowledged its responsibility. In connection with the defense, compromise or settlement of the claims by the indemnitor and its counsel, the indemnitee shall cooperate reasonably, at the indemnitor's cost, to make available to the indemnitor all necessary pertinent information and witnesses under the

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indemnitee's control, and take such other steps as in the written opinion of counsel for the indemnitor are necessary or desirable to conduct such a defense, compromise or settlement. Notwithstanding the foregoing, Section 9 and Section 13(g) shall apply with respect to indemnification procedures relating to Taxes.

(g) The principles of Sections 9.2, 9.4 and 9.7 shall apply, mutatis mutandis, to any claim for indemnification pursuant to Section 13(b) or (c) in respect of any Assumed Liability or Excluded Liability relating to Taxes; provided, however, solely for purposes of this Section 13(g), Section 9.4 shall be applied without regard to any waivers of or other extensions to the applicable statute of limitations, unless the indemnifying party shall have given its prior written consent thereto.

14. Miscellaneous.

(a) Expenses. Subject to Section 13, whether or not the transactions contemplated by this Agreement are consummated, each of the parties shall bear their own costs and expenses. NOP U.S., its Subsidiaries and the Canadian Business shall not bear or pay any cost or expense relating to this transaction. If notwithstanding the foregoing, NOP U.S., the Subsidiaries or the Canadian Business bear or pay any such cost or expense, Sellers shall promptly pay to Buyers the amount so borne or paid.

(b) Waiver. Any failure of Sellers to comply with any of their obligations or agreements herein contained may be waived only in writing by Buyers. Any failure of Buyers to comply with any of its obligations or agreements herein contained may be waived only in writing by Sellers.

(c) Equitable Relief. Sellers and Buyers acknowledge and agree that the breach of this Agreement would cause irreparable damage to Buyers or Sellers, as the case may be, and that Buyers or Sellers, as the case may be, will not have an adequate remedy at law in the event of a breach.

(d) Notices. Subject to Section 15 hereof, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered, telecopied or mailed, certified or registered mail; return receipt requested:

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(i) If to Sellers, to:
Noma Industries Limited
Yonge Corporate Centre
4100 Yonge Street
Suite 502
North York Ontario M2P 2B5
Canada
Attention: Steve Snyder

(with a copy to)

Goodman & Goodman
250 Yonge Street
Suite 2400
Box 24
Toronto M5B 2M6
Canada
Attention: Bill Rosenfeld

(ii) If to Buyers, to:

Tomkins Industries, Inc.
4801 Springfield Street
Dayton, Ohio 45431
Attention: Malcolm T. Swain
Telecopy: (513) 253-5809

(and)

Tomkins PLC
East Putney House
84 Upper Richmond Road
London SW15 2ST
England
Attention: Ian A. Duncan
Telecopy: 011-44-81-874-3882

(with a copy to)

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: David Fox
Telecopy: (212) 735-2000

Such names and addresses may be changed by written notice to each person listed above. All notices are effective upon receipt or upon refusal if properly delivered.

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(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales without giving effect to the principles of conflict of laws thereunder.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

(h) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Entire Agreement. This Agreement (including Exhibits and Schedules) and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between Sellers and Buyers with respect to the subject matter hereof and except as otherwise expressly provided herein.

(j) Amendment and Modification. This Agreement may be amended or modified only by written agreement of the parties hereto.

(k) Binding Effect; No Third Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; and, except as provided for in Sections 9 and 13, nothing in this Agreement, express

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or implied, is intended to confer on any person, corporation, group or other entity other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Whenever any person or entity that is not a party to this Agreement is entitled to any indemnification from any of the Sellers pursuant to this Agreement, the Sellers shall indemnify Buyers for the benefit of such persons or entities.

(l) Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party shall assign or otherwise transfer any rights under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, Tomkins U.S. and Murray Canada may assign their rights and obligations hereunder, in whole or in part, to any of their Affiliates.

(m) Knowledge. For purposes of this Agreement, knowledge of NOP U.S., NOP Canada, any Subsidiary or any of their respective officers or directors shall be imputed to Sellers.

(n) Consent to Jurisdiction. The parties agree that any action or proceeding relating in any way to this Agreement or the Closing Documents or the transactions contemplated hereby or thereby shall be brought and enforced only in the courts of England and Wales, and the parties hereby waive any objection to jurisdiction or venue in any such action or proceeding commenced in or removed to such courts, and hereby submit to the jurisdiction of each such court in any such action or proceeding. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding of the nature specified above by the mailing of a copy thereof in accordance with the provisions of Section 14(d).

In addition, to the maximum extent permitted by law (i) Sellers, Canadian Parent and U.S. Parent hereby agree not to contest any proceeding in the Federal Court of Canada or any province or territory of Canada brought by any of the Buyers to register or otherwise enforce any judgment given by any court of the United Kingdom in respect of any matter arising out of this agreement, and hereby consent to the registration of any such judgment; and (ii) without limiting the generality of the forego-

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ing, Sellers, Canadian Parent and U.S. Parent hereby agree not to raise in any proceeding by any of them, or any of the Buyers:

(a) any issue as to the enforceability of any such judgment in the United Kingdom;

(b) any issue as to the jurisdiction of any such court of the United Kingdom;

(c) any issue as to whether the enforcement of any such judgment would be contrary to public policy in Canada; or

(d) any issue as to service or notice in connection with any proceeding of any such court of the United Kingdom.

To the maximum extent permitted by law:

(1) NOP U.S. hereby agrees not to contest any proceeding in the U.S. Federal or State courts to enter or enforce any judgment given by any court of the United Kingdom in respect of any matter arising out of this Agreement, and hereby consents to the entry of any such judgment; and

(2) Without limiting the generality of the foregoing, NOP U.S. hereby agrees not to raise in any proceeding by it, or Tomkins U.S.:

(a) any issue as to the enforceability of any such judgment in the United Kingdom;

(b) any issue as to the jurisdiction of any such court of the United Kingdom;

(c) any issue as to whether enforcement of any judgment would be contrary to public policy in the United States; or

(d) any issue as to service or notice in connection with any proceeding of any such court of the United Kingdom.

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15. Agent For Service.

(a) Sellers irrevocably agree that any Service Document may be sufficiently and effectively served on them in connection with proceedings in England and Wales by service on its agent Mayer Brown & Platt, if no replacement agent has been appointed and notified to Buyers pursuant to Section 15(f), or on the replacement agent if one has been appointed and notified to Buyers.

(b) Any Service Document served pursuant to this Section 15 shall be marked for the attention of:

(i) Mayer Brown & Platt at 162 Queen Victoria London EC4V4DB or such other address within England or Wales as may be notified to Buyers by Sellers; or

(ii) such other person as is appointed as agent for service pursuant to Section 15(f) at the address notified pursuant to Section 15(f).

(c) Tomkins U.S., Murray Canada and Sub irrevocably agree that any Service Document may be sufficiently and effectively served on them in connection with proceedings in England and Wales by service on Tomkins PLC, if no replacement agent has been appointed and notified to Buyers pursuant to Section 15(g), or on the replacement agent if one has been appointed and notified to Buyers.

(d) Any Service Document served pursuant to this Section 15 shall be marked for the attention of:

(i) Tomkins PLC at its address listed in Section 14(d) or such other address within England or Wales as may be notified to Buyers by Sellers; or

(ii) such other person as is appointed as agent for service pursuant to Section 15(g) at the address notified pursuant to Section 15(g).

(e) Any document addressed in accordance with Section 15(b) or 15(d) shall be deemed to have been duly served if:

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(i) left at the specified address, when it is left; or

(ii) sent by first class post, two business days after the date of posting.

(f) If the agent referred to in Section 15(a) (or any replacement agent appointed pursuant to this Section 15(f) at any time ceases for any reason to act as such, Sellers shall appoint a replacement agent to accept service having an address for service in England or Wales and shall notify Buyers of the name and address of the replacement agent; failing such appointment and notification, Buyers shall be entitled by notice to Sellers to appoint such a replacement agent to act on Sellers' behalf.

(g) If the agent referred to in Section 15(c) (or any replacement agent appointed pursuant to this Section 15(g) at any time ceases for any reason to act as such, Buyers shall appoint a replacement agent to accept service having an address for service in England or Wales and shall notify Sellers of the name and address of the replacement agent; failing such appointment and notification, Sellers shall be entitled by notice to Buyers to appoint such a replacement agent to act on Buyers' behalf.

(h) A copy of any Service Document served on an agent pursuant to this Section 15 shall be sent by post at the address for the service of notices and other communications under Section 14(d), but no failure or delay in so doing shall prejudice the effectiveness of service of the Service Document in accordance with the provisions of Section 15(a).

(i) "<u>Service Document</u>" means a writ, summons, order, judgment or other process issued out of the courts of England and Wales in connection with any proceedings.

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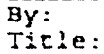
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

TOMKINS PLC

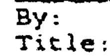


By:
Title:

TOMKINS CORP.

By:
Title:

MURRAY CANADA INC.



By:
Title:

NUTMEG U.S. MERGER CORP.

By:
Title:

NOMA INDUSTRIES LIMITED

By:
Title: PRESIDENT + C.O.O.

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NOMA CORPORATION

By: N. S. ECKLER
Title: Vice President Finance

NOMA OUTDOOR PRODUCTS INC.

By: Executive Vice President
Title: N. S. ECKLER

MURRAY OHIO MANUFACTURING COMPANY
(joining solely for purposes of Section 8.24)

By:
Title:

DYNAMARK PLASTICS INC.

By: Catherine Rubin
Title: Corp Secretary

NOMA OUTDOOR PRODUCTS, INC.

By: N. S. ECKLER
Title: Vice President

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EXHIBIT B

AMENDED AND RESTATED CHARTER

OF

NUTMEG U.S. MERGER CORP.

The undersigned corporation, pursuant to the Tennessee Business Corporation Act, hereby certifies as follows:

1. The name of the Corporation is Noma Outdoor Products, Inc.

2. This Amended and Restated Charter amends the Charter in effect prior to the filing of this Amended and Restated Charter and, among other things, changes the name of the corporation to NUTMEG U.S. MERGER CORP.

3. The Amended and Restated Charter was approved by the sole stockholder of the corporation on March 11, 1994.

4. The Amended and Restated Charter is set forth below:

FIRST: The name of the Corporation is Nutmeg U.S. Merger Corp. (hereinafter the "Corporation").

SECOND: The duration of the Corporation is perpetual.

THIRD: The maximum number of shares which the Corporation shall have authority to issue is 2,000 shares of Common Stock, no par value.

FOURTH: The address of the registered office of the Corporation in the State of Tennessee is 530 Gay Street, Knoxville, Tennessee 37902. The name of its registered agent at the address is CT Corporation System.

FIFTH: The address of the initial principal office of the Corporation in the State of Tennessee shall be 210 American Drive, Jackson, Madison County, Tennessee 38301.

SIXTH: The Corporation is for profit.

SEVENTH: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Tennessee Business Corporation Act.

EIGHTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and shareholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws so provide.

(3) Directors of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by law.

(4) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the Tennessee Business Corporation Act, this Charter, and any Bylaws adopted by the shareholders; provided however, that no Bylaws hereafter adopted by the shareholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Charter, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

Dated this 30th day of March, 1994.

President and Secretary

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ARTICLES OF AMENDMENT

TO THE

AMENDED AND RESTATED CHARTER

OF

NUTMEG U.S. MERGER CORP.

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its Amended and Restated Charter:

1. The name of the corporation is Nutmeg U.S. Merger Corp.

2. Article FIRST of the Amended and Restated Charter of Nutmeg U.S. Merger Corp. is deleted in its entirety and the following substituted in lieu thereof (the "Amendment"):

> "FIRST: The name of the Corporation is Murray Outdoor Products Inc. (hereinafter the "Corporation")."

3. The Corporation is for profit.

4. The Amendment to the Amended and Restated Charter of Nutmeg U.S. Merger Corp. was duly adopted on April 12, 1994 by the sole member of the Board of Directors of Nutmeg U.S. Merger Corp.

5. The Amendment to the Amended and Restated Charter of Nutmeg U.S. Merger Corp. was duly adopted on April 12, 1994 by the sole shareholder of Nutmeg U.S. Merger Corp.

NUTMEG U.S. MERGER CORP.

By: Malcolm T. Swain
Title: Vice President

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ARTICLES OF MERGER
OF
THE MURRAY OHIO MANUFACTURING COMPANY
INTO
MURRAY OUTDOOR PRODUCTS, INC.

Pursuant to the provisions of Section 48-21-105 of the Tennessee Business Corporation Act, the undersigned corporations adopt the following articles of merger:

1. The plan of merger is attached.

2. As to The Murray Ohio Manufacturing Company, the plan was duly adopted by written consent of the shareholders on April 20, 1995.

3. As to Murray Outdoor Products, Inc., the plan was duly adopted by written consent of the shareholders on April 20, 1995.

4. The merger is not to be effective when these articles are filed by the Secretary of State. The delayed effective date/time is April 30, 1995, 12:01 A.M. CST.

Signed on: April 20, 1995 THE MURRAY OHIO MANUFACTURING COMPANY

M. T. Swain, Vice President

Signed on: April 20, 1995 MURRAY OUTDOOR PRODUCTS, INC.

M. T. Swain, Vice President

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AGREEMENT OF MERGER

AGREEMENT OF MERGER, entered into this 20th day of April 1995 pursuant to the provisions of the Tennessee Business Corporation Act and the General Corporation Law of Ohio, between MURRAY OUTDOOR PRODUCTS, INC., a Tennessee corporation and THE MURRAY OHIO MANUFACTURING COMPANY, an Ohio corporation.

WHEREAS, the above corporations desire to merge into a single corporation, as hereinafter specified;

NOW THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Murray Outdoor Products, Inc. (Murray Outdoor) hereby merges into itself The Murray Ohio Manufacturing Company (Murray Ohio) and said Murray Ohio shall be and hereby is merged into Murray Outdoor which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Murray Outdoor, the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger, except that Article FIRST of the Amended and Restated Charter of Murray Outdoor Products, Inc. is deleted in its entirety and the following substituted in lieu thereof:

"FIRST: The name of the Corporation is Murray, Inc. (hereinafter the "Corporation")."

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation which shall be issued and outstanding on the effective date of this merger is to remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger shall be canceled, retired and cease to exist, without any conversion thereof, and no payment shall be made with respect thereto, for the reason that the surviving corporation is the sole owner of all of the common stock of the merged corporation.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

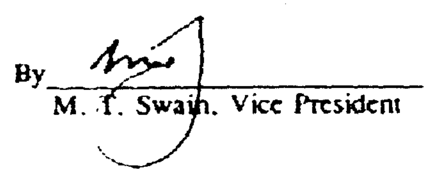
(c) This merger shall become effective on April 30, 1995 at 12:01 A.M. CST.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

(e) All retained profits of the merged corporation will be distributed to the surviving corporation prior to April 30, 1995.

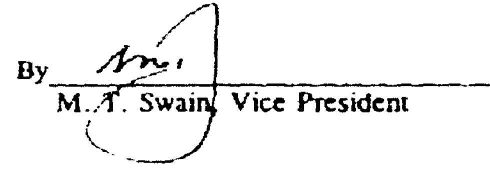
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority of their respective shareholders and Boards of Directors, as required, have caused these presents to be executed by an authorized officer of each as the respective act, deed and agreement of each of said corporations on this 20th day of April 1995.

MURRAY OUTDOOR PRODUCTS, INC.



By ______________________
M. T. Swain, Vice President

THE MURRAY OHIO MANUFACTURING COMPANY



By ______________________
M. T. Swain, Vice President

E. L. Ryan, Jr., Assistant Secretary of Murray Outdoor Products, Inc., a corporation organized and existing under the laws of the State of Tennessee, hereby certifies, as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of The Murray Ohio Manufacturing Company, a corporation of the State of Ohio, was duly adopted pursuant to the Tennessee Business Corporation Act by the written consent of the sole stockholder of all of the capital stock of the corporation, which Agreement of Merger was

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thereby adopted as the act of the stockholders of Murray Outdoor Products, Inc., and the duly adopted agreement and act of that corporation.

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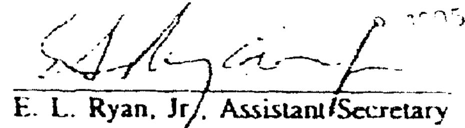
WITNESS my hand on this 20th day of April 1995.

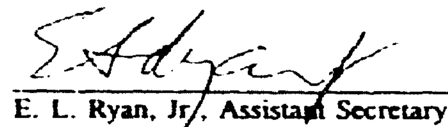
SECRETARY OF STATE



E. L. Ryan, Jr., Assistant Secretary

E. L. Ryan, Jr., Assistant Secretary of The Murray Ohio Manufacturing Company, a corporation organized and existing under the laws of the State of Ohio, hereby certifies as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Murray Outdoor Products, Inc., a corporation of the State of Tennessee, was duly adopted pursuant to the General Corporation Law of Ohio by the written consent of the sole stockholder of all of the capital stock of the corporation, which Agreement of Merger was thereby adopted as the act of the stockholders of The Murray Ohio Manufacturing Company and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 20th day of April 1995.



E. L. Ryan, Jr., Assistant Secretary

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