

(Rev. 6-93)
OMB No. 0651-0011
(exp. 4/94)

COVER SHEET

OF COMMERCE
Patent and
Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Fasco Controls Corp.

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

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

2. Name and address of receiving party (ies)

Name: **Honeywell International Inc.**

Internal Address:
Street Address: **101 Columbia Road**
City: **Morristown** State: **NJ** ZIP: **07962**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: August 18, 2002

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

A. Trademark Application No.(s)

76/073,086 SMARTCOMBI

B. Trademark Registration No. (s)

Additional numbers attached? Yes No

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

Name: **David A. Cohen**

Internal Address:

Honeywell International Inc.

Street Address:

101 Columbia Road

City: **Morristown** State: **NJ** ZIP: **07962**

6. Total number of applications and registrations involved **1**

7. Total fees (37 CFR 3.41).....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

Deposit account number: **01-1125**

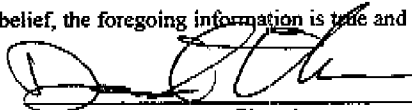
(Attach duplicate copy of this page if paying by deposit account)

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David A. Cohen

Name of Person Signing



Signature

January 22, 2003

Date

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

17

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, VA 22202-3513

STOCK PURCHASE AGREEMENT
BETWEEN
THE SELLERS IDENTIFIED HEREIN
AND
HONEYWELL INTERNATIONAL INC.

Dated as of August 18, 2002

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of August 18, 2002 (this "Agreement"), by and among Honeywell International Inc., a corporation organized and existing under the laws of Delaware (the "Purchaser"), Invensys plc, a corporation organized and existing under the laws of England and Wales ("Invensys"), BTR plc, a corporation organized and existing under the laws of England and Wales ("BTR"), BTR (European Holdings) BV, a corporation organized and existing under the laws of the Netherlands ("BTR Holdings"), Deutsche Ranco GmbH, a corporation organized and existing under the laws of Germany ("DRG"), Stewart Warner Corp., a corporation organized and existing under the laws of Virginia ("SWC"), H.S. Investments Inc., a corporation organized and existing under the laws of Delaware ("HSI"), BTR Industries Limited, a corporation organized and existing under the laws of England and Wales ("BTR Industries"), Eberle Controls GmbH, a corporation organized and existing under the laws of Germany ("ECG"), Invensys Mexico Holdings LLC, a corporation organized and existing under the laws of Mexico ("IMH") and Fasco Industries Inc. a corporation organized and existing under the laws of Delaware ("FII" and each of Invensys, BTR, BTR Holdings, DRG, SWC, HSI, BTR Industries, ECG, IMH and FII, a "Seller" and, collectively, the "Sellers").

WITNESSETH:

WHEREAS, the Sellers own all of the issued and outstanding shares of capital stock or other equity interests (collectively, the "Shares") of the companies set forth on Annex A (each a "Company" and, collectively, the "Companies");

WHEREAS, the Sellers desire to sell to the Purchaser, and the Purchaser desires to purchase from the Sellers, the Shares for the purchase price and upon the terms and conditions hereinafter set forth; and

WHEREAS, certain terms used in this Agreement are defined in Section 10.1.

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

ARTICLE 1

SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, on the Closing Date the Sellers shall (or shall cause the other Sellers to) sell, assign, transfer, convey and deliver to the Purchaser or, at the Purchaser's election, to the Purchaser's wholly-owned subsidiaries (the "Purchaser Designees"), and the Purchaser shall purchase or cause the Purchaser Designees to purchase from the Sellers, the Shares set forth on Annex A hereto. The Sellers shall be jointly and severally liable for all obligations of the Sellers under this Agreement.

ARTICLE 2

PURCHASE PRICE AND PAYMENT

2.1 Purchase Price. The initial purchase price for the Shares and the Non-Competition Agreement (the "Initial Purchase Price") shall be an aggregate amount equal to Four Hundred and Fifteen Million Dollars (\$415,000,000) less any amounts deducted from the Initial Purchase Price pursuant to Section 6.19. The Initial Purchase Price is subject to adjustment pursuant to Section 2.2 (as adjusted, the "Final Purchase Price"). The Initial Purchase Price and the Final Purchase Price shall be payable as provided in Section 2.3. All amounts set forth in this Agreement shall be in United States Dollars, unless otherwise stated.

2.2 Adjustment of Initial Purchase Price.

2.2.1 The Sellers shall prepare and deliver to the Purchaser, within ninety (90) days after the Closing, an audited, combined balance sheet of the Companies (the "Proposed Closing Balance Sheet"), prepared as of the Effective Time on a basis consistent with and using the same accounting principles and policies as were used to prepare the Balance Sheet. The Sellers shall also deliver to the Purchaser, simultaneously with the delivery of the Proposed Closing Balance Sheet, the Sellers' determination of the Final Adjusted Invested Capital (the "Proposed Final Adjusted Invested Capital").

The Proposed Final Adjusted Invested Capital shall consist of the invested capital shown on the Proposed Closing Balance Sheet, adjusted to exclude (A) the Non-Trade Intercompany Payables and the Non-Trade Intercompany Receivables, (B) Excluded Taxes, (C) all obligations and liabilities which the Sellers shall retain and be solely liable for pursuant to Section 6.3, including pension and retiree medical liabilities relating to Invensys Plans, (D) accruals for Pre-Closing Liabilities, including any Environmental Liabilities, and

(E) tangible assets. For the avoidance of doubt, (i) the Proposed Closing Balance Sheet and the Proposed Final Adjusted Invested Capital shall reflect, among other things, (A) the pension liability calculated as of the Closing Date pursuant to IAS 19 for any benefits for which the Purchaser, Invensys Sensor Systems Deutschland GmbH ("ISSD") or any other Affiliate of the Purchaser is liable under the Deutsche Ranco Speyer Pension Plan (the "DRS Plan") in accordance with Section 6.3.9, (B) (with the exception of items specifically excluded from the calculation of the Proposed Final Adjusted Invested Capital in this paragraph) any other liabilities of the Companies and the Subsidiaries which would be required under the generally accepted accounting principles in the United Kingdom to be reflected on the Closing Balance Sheet and (C) the Intercompany Trade Payables and the Intercompany Trade Receivables and (ii) the computation of the Proposed Final Adjusted Invested Capital shall not include, among other things, any amount with respect to Factored Receivables (although an amount equal to the face value of the Factored Receivables on the Balance Sheet Date has been included in the computation of the Reference Amount set forth in Section 2.2.7).

2.2.2 Invensys (as agent for the Sellers) and the Sellers' auditors shall promptly deliver to the Purchaser the detailed workpapers and other data used in the preparation of the Proposed Closing Balance Sheet. Invensys (as agent for the Sellers) and the Purchaser and their respective representatives shall conduct a joint physical count of the inventories of the Companies and the Subsidiaries as of the Effective Time, which shall be used in connection with the preparation of the Proposed Closing Balance Sheet. The Purchaser shall cause each of the Companies to prepare, within thirty (30) Business Days following the Closing Date, the customary statutory reporting packages as of the Closing Date, and any other date, necessary to prepare the Proposed Closing Balance Sheet. The Purchaser shall provide access to the books and records and make available to Invensys (as agent for the Sellers) the employees of the Companies and the Subsidiaries to assist in the preparation of the Proposed Closing Balance Sheet. Each party shall pay the costs of its own auditors.

2.2.3 The Proposed Closing Balance Sheet shall be final and binding on the parties unless the Purchaser shall, within forty five (45) Business Days following the delivery of the Proposed Closing Balance Sheet, deliver to Invensys (as agent for the Sellers) a written notice of objection (the "Objection Notice") with respect to the Proposed Closing Balance Sheet. The Objection Notice shall specify in reasonable detail the proposed adjustment amounts arising from disputed items on the Proposed Closing Balance Sheet and describe in reasonable detail the basis for the disputed items. The parties shall be deemed to have agreed with respect to all other items and amounts contained in the Proposed Closing Balance Sheet.

2.2.4 If the Objection Notice is delivered, the parties shall consult with each other with respect to the disputed items and attempt in good

faith to resolve the dispute within thirty (30) Business Days of the delivery of the Objection Notice. If the parties are unable to reach agreement within thirty (30) Business Days after delivery of the Objection Notice, either the Purchaser or Invensys (as agent for the Sellers) may refer any unresolved disputed items to an accounting firm of international reputation selected by mutual agreement of the Purchaser and Invensys (as agent for the Sellers), or if the Purchaser and Invensys (as agent for the Sellers) are unable to so agree or if such accounting firm shall be unable or decline to act, the respective auditing firms of the Sellers, on the one hand, and the Purchaser, on the other, shall cooperate to select an accounting firm that has no material relationship with either Invensys and its Affiliates or the Purchaser and its Affiliates (the "Unrelated Accounting Firm"). The Unrelated Accounting Firm shall be directed to render a written report as promptly as practicable (in accordance with the procedures set forth in Section 2.2.5) on the unresolved disputed items and to resolve only those issues of dispute set forth in the Objection Notice and to make such modifications, if any, to the Proposed Closing Balance Sheet as reflect such determination. The determination by the Unrelated Accounting Firm for any item in dispute cannot, however, be in excess of, nor less than, the greatest or lowest value, respectively, claimed for that particular item in the Proposed Closing Balance Sheet prepared by Invensys (as agent for the Sellers), in the case of the Sellers, or in the Objection Notice, in the case of the Purchaser. The Unrelated Accounting Firm shall have no right to make any determination with respect to the undisputed portions of the Proposed Closing Balance Sheet, and no such determination with respect to the undisputed portions of the Proposed Closing Balance Sheet shall be binding on the Sellers or the Purchaser. The resolution of the dispute by the Unrelated Accounting Firm shall be final and binding on the parties, and the Proposed Closing Balance Sheet as finally determined pursuant to the procedures set forth in this Section 2.2 is hereinafter referred to as the "Closing Balance Sheet".

The invested capital reflected on the Closing Balance Sheet of the Sensor Division Business, adjusted to exclude (A) the Non-Trade Intercompany Payables and the Non-Trade Intercompany Receivables, (B) Excluded Taxes, (C) all obligations and liabilities which the Sellers shall retain and be solely liable for pursuant to Section 6.3, including pension and retiree medical liabilities relating to Invensys Plans, (D) accruals for Pre-Closing Liabilities, including any Environmental Liabilities, and (E) tangible assets, is hereinafter referred to as the "Final Adjusted Invested Capital". For the avoidance of doubt, (i) the Closing Balance Sheet and the Final Adjusted Invested Capital shall include, among other things, (A) the pension liability calculated as of the Closing Date pursuant to IAS 19 for any benefits for which the Purchaser, ISSD or any other Affiliate of the Purchaser is liable under the DRS Plan in accordance with Section 6.3.9, (B) (with the exception of items specifically excluded from the calculation of Final Adjusted Invested Capital in this paragraph) any other liabilities of the Companies and the Subsidiaries which would be required under the generally accepted

accounting principles in the United Kingdom to be reflected on the Closing Balance Sheet and (C) the Intercompany Trade Payables and the Intercompany Trade Receivables and (ii) the computation of the Final Adjusted Invested Capital shall not include, among other things, any amount with respect to Factored Receivables (although an amount equal to the face value of the Factored Receivables on the Balance Sheet Date has been included in the computation of the Reference Amount set forth in Section 2.2.7).

The fees and expenses of the Unrelated Accounting Firm shall be borne equally by the Sellers and the Purchaser.

2.2.5 Not later than thirty (30) Business Days after the engagement of the Unrelated Accounting Firm (as evidenced by its written acceptance by facsimile or otherwise to the parties), the parties shall submit simultaneous briefs to the Unrelated Accounting Firm (with a copy to the other party) setting forth their respective positions regarding the issues in dispute and their respective calculations of the Closing Balance Sheet. Rebuttal briefs shall be submitted simultaneously by the parties within fifteen (15) Business Days after the submission of the initial briefs. The Unrelated Accounting Firm shall render its decision resolving the dispute within thirty (30) Business Days after submission of the rebuttal briefs. If additional or other information is required by the Unrelated Accounting Firm, the Unrelated Accounting Firm shall give notice thereof to the parties as soon as practicable before the expiration of such thirty (30) Business Day period, and the parties shall promptly respond; provided, however, that, without the written consent of the Sellers and the Purchaser, no request for additional or other information shall act as an extension of the thirty (30) Business Day period in which the Unrelated Accounting Firm must render its decision.

2.2.6 If at any time after the Closing Date any portion of any adjustment is in dispute between the Purchaser and the Sellers and, if following any such dispute, the parties resolve their difference with respect to all or any portion thereof without a determination by the Unrelated Accounting Firm, the Sellers or the Purchaser, as applicable, shall within five (5) Business Days pay to the Purchaser or the Sellers, as applicable, the amount of the adjustment not previously paid by the Sellers or the Purchaser, as applicable, and not in dispute, plus interest accrued thereon since the Closing Date (except to the extent the resolution of the disputed amount could affect whether the party owing any undisputed amount is obligated to pay such undisputed amount). During any calendar month (or part of calendar month) in which such interest accrues, the interest rate used in calculating the interest payment shall equal the London Interbank Offered Rate for six-month dollar deposits on the first day of the month on which such rate was quoted. Such payment shall be made by a wire transfer of immediately available funds to a bank account designated in writing by the Purchaser or the Sellers, as applicable.

2.2.7 If Final Adjusted Invested Capital is less than Forty Three Million Six Hundred Thousand Dollars (\$43,600,000) (such amount, the "Reference Amount", and such deficiency, the "Closing Deficit"), then the Initial Purchase Price shall be reduced by an amount in cash equal to the Closing Deficit. If Final Adjusted Invested Capital exceeds the Reference Amount (such excess, the "Closing Surplus"), then the Initial Purchase Price shall be increased by an amount in cash equal to the Closing Surplus. Any adjustment to the Initial Purchase Price under this Section 2.2.7 shall be paid in accordance with Section 2.3.2. The computation of the Reference Amount is attached hereto as Annex F.

2.2.8 Simultaneously with the determination of the Closing Deficit or Closing Surplus, the Initial Purchase Price shall be further reduced by the amount of the Non-Trade Intercompany Payables, and shall be further increased by the amount of the Non-Trade Intercompany Receivables, in each case as of the Closing Date. Any adjustment to the Initial Purchase Price under this Section 2.2.8 shall be paid in accordance with Section 2.3.2.

2.2.9 The purpose of this Section 2.2 is to determine the Final Purchase Price to be paid by the Purchaser under this Agreement. Accordingly, any adjustment pursuant to this Section 2.2 shall not be deemed to be an indemnification by the Sellers pursuant to Article 9 of this Agreement, nor preclude the Purchaser from exercising any indemnification rights pursuant to Article 9 of this Agreement.

2.3 Payment of Initial and Final Purchase Price.

2.3.1 At the Closing, the Purchaser shall pay to Invensys (as agent for the Sellers) an amount equal to the Initial Purchase Price by wire transfer of immediately available funds to an account or accounts designated by the Sellers in writing at least three (3) Business Days prior to the Closing Date.

2.3.2 Within two (2) Business Days after the determination of the Final Adjusted Invested Capital in accordance with Section 2.2, Invensys (as agent for the Sellers) shall pay to the Purchaser, or the Purchaser shall pay to Invensys (as agent for the Sellers), as the case may be, the net amount of any adjustment to the Initial Purchase Price required pursuant to Section 2.2.7 and Section 2.2.8 (the "Adjustment Amount").

2.3.3 Payment of the Adjustment Amount shall be made by wire transfer of immediately available funds to a single account designated in writing at least two (2) Business Days prior to such payment by Invensys or the Purchaser, as the case may be, and shall be accompanied by a payment of interest determined by computing simple interest on the portion of the Adjustment Amount relating to the Closing Deficit or the Closing Surplus (as appropriate) only, from the Closing Date to the date of payment(s). During any calendar

month (or part of calendar month) in which such interest accrues, the interest rate used in calculating the interest payment shall equal the London Interbank Offered Rate for six-month dollar deposits on the first day of the month on which such rate was quoted.

2.3.4 Simultaneously with the payment of the Adjustment Amount in accordance with Section 2.3.2: (i) the Purchaser (as agent for each Company or Subsidiary by which the balances comprising the Non-Trade Intercompany Payables are owed) shall pay the amount of the respective Non-Trade Intercompany Payables to Invensys (as agent for the relevant Invensys Affiliate); and (ii) Invensys shall (as agent for each relevant Invensys Affiliate) pay the amount of the Non-Trade Intercompany Receivables to the Purchaser (as agent for each respective Company or Subsidiary to which the balances comprising the Non-Trade Intercompany Receivables are owed).

For the avoidance of doubt, the parties acknowledge and agree that (A) the amount of any reduction in the Initial Purchase Price under Section 2.2.8 shall equal the amount of the Non-Trade Intercompany Payables to be paid by the Purchaser to Invensys under clause (i) of this Section 2.3.4, and (B) the amount of any increase in the Initial Purchase Price under Section 2.2.8 shall equal the amount of the Non-Trade Intercompany Receivables to be paid by Invensys to the Purchaser under clause (ii) of this Section 2.3.4.

2.4 Allocation of Final Purchase Price.

2.4.1 The Sellers and the Purchaser agree to allocate the Initial Purchase Price without regard for any amount deducted pursuant to Section 6.19 among the Companies and the Subsidiaries and the Non-Competition Agreement as set forth in Schedule 2.4 hereto. The Sellers and the Purchaser further agree to allocate the amounts so allocated to each U.S. Company (plus any liability of such U.S. Company that constitutes a liability for U.S. federal income tax purposes) among the assets of such U.S. Company in accordance with the rules relating to Section 338(h)(10) elections prior to the Closing and to set forth such allocation on a revised Schedule 2.4. In addition, the Sellers and the Purchaser hereby undertake and agree to file timely any information that may be required to be filed pursuant to Treasury Regulations or other rulings or authority promulgated under Section 338 of the Code and to cooperate with respect to such filing.

2.4.2 Within thirty (30) days of determination of the Adjustment Amount pursuant to Section 2.2 hereof, the Sellers and the Purchaser shall agree upon a revised Purchase Price allocation to provide for the allocation of the Adjustment Amount and any amount deducted pursuant to Section 6.19 in accordance with the character of each such adjustment and in a manner that is consistent with the Initial Purchase Price allocation set forth in Schedule 2.4. For the avoidance of doubt, the revised Purchase Price allocation shall not result in

any change to the amount allocated to the Non-Competition Agreement in Schedule 2.4.

2.4.3 Neither the Sellers, the Purchaser nor any of their respective Affiliates shall file any Tax Return or other document or otherwise take any position or agree to take any position which is inconsistent with the allocation (including any revision under this Section 2.4) determined pursuant to this Section 2.4 and Schedule 2.4, unless otherwise required by Law.

ARTICLE 3

CLOSING AND TERMINATION

3.1 Closing Date. The closing of the sale and purchase of the Shares (the "Closing") shall take place at the offices of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153 at 10:00 a.m., New York City time, on the fifth Business Day after the conditions to closing set forth in Section 7.1, Section 7.2 and Section 7.3 (other than those to be satisfied at the Closing, which shall be satisfied or waived at the Closing) have been satisfied or waived by the party entitled to waive such condition, or on such other date after such satisfaction or waiver and at such other time and place upon which the Sellers and the Purchaser shall agree (which date is designated as the "Closing Date").

3.2 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

3.2.1 At the election of either the Sellers or the Purchaser on or after December 31, 2002, if the Closing shall not have occurred by the close of business on such date, provided that the terminating party is not in material breach of any of its representations, warranties, covenants, agreements or other obligations hereunder;

3.2.2 by mutual written consent of the Sellers and the Purchaser;

3.2.3 at the election of either the Sellers or the Purchaser if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby or if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited; or

3.2.4 at the election of (i) the Purchaser, if any condition contained in Section 7.1 shall become incapable of fulfillment, unless such incapacity was caused by the Purchaser's breach of any of its representations,

such Company or Subsidiary in the conduct of its businesses as presently conducted without any material increase in rates, charges, fees or other payments payable in connection with such use or any other material changes, restrictions or limitations on such use (other than taxes, utilities, rent and other charges specifically referenced in any Real Property Lease as would be applicable without regard to the consummation of such transactions).

4.12.5 There are no developments affecting any property or assets described in Section 4.12.1 or Section 4.12.4 pending or, to the Knowledge of Sellers threatened, which might materially detract from the value, materially interfere with any present use or materially adversely affect the marketability of any such property or assets.

4.12.6 The plants, buildings, structures and equipment owned by any Company or any Subsidiary have no material defects, are in good operating condition and repair and have been reasonably maintained consistent with standards generally followed in the industry (giving due account to the age and length of use of same), are adequate and suitable for their present and intended uses (ordinary wear and tear excepted) and, in the case of plants, buildings and other structures (including the roofs thereof), are structurally sound.

4.13 Sufficiency of Assets. The property and assets owned or leased by the Companies or any Subsidiary, or which they otherwise have the right to use (including the Company Property and the other property and assets described in Section 4.12.4) constitute all of the property and assets used or held for use in the Sensor Division Business and are adequate to conduct the Sensor Division Business in the ordinary course of business consistent with past practice.

4.14 Technology and Intellectual Property.

4.14.1 Schedule 4.14.1 lists (i) all patents, registered copyrights, registered trademarks and pending applications therefor, and other material Intellectual Property other than trade secrets included in the Sensor Division Owned Intellectual Property and (ii) all Sensor Division Licensed Intellectual Property, specifying as to each, as applicable, all material agreements related to such Intellectual Property.

4.14.2 (i) the Companies and the Subsidiaries are the sole and exclusive owners of the Sensor Division Owned Intellectual Property, and (ii) no other person or entity has any claim of ownership with respect to the Sensor Division Owned Intellectual Property.

Except as shown in Schedule 4.14.6, (i) the Sellers and their Affiliates are the sole and exclusive owners of the Sensor Division Affiliate Owned Intellectual Property, and (ii) no other person or entity has any claim of

ownership with respect to the Sensor Division Affiliate Owned Intellectual Property.

4.14.3 (i) the Companies and the Subsidiaries hold all right, title and interest in and to all Sensor Division Owned Intellectual Property and all of the licenses under the Sensor Division Licensed Intellectual Property, free and clear of any Lien, and (ii) the Companies and the Subsidiaries have not previously licensed, assigned, transferred, conveyed or otherwise encumbered their right, title and interest in the Sensor Division Owned Intellectual Property or Sensor Division Licensed Intellectual Property.

Except as shown in Schedule 4.14.6, (i) the Sellers and their Affiliates hold all right, title and interest in and to all Sensor Division Affiliate Owned Intellectual Property and all of the licenses under the Sensor Division Affiliate Licensed Intellectual Property, free and clear of any Lien, and (ii) the Sellers and their Affiliates have not previously licensed, assigned, transferred, conveyed or otherwise encumbered their right, title and interest in the Sensor Division Affiliate Owned Intellectual Property or Sensor Division Affiliate Licensed Intellectual Property within the field of the Sensor Division Business as conducted up to and through the Closing Date.

4.14.4 To the Knowledge of Sellers, the Sensor Division Owned Intellectual Property, the Sensor Division Affiliate Owned Intellectual Property, material Sensor Division Licensed Intellectual Property and material Sensor Division Affiliate Licensed Intellectual Property is valid and subsisting, is not invalid or unenforceable in whole or in part and is not the subject of any challenge or claim by any third party. Each license agreement covering the Sensor Division Licensed Intellectual Property and Sensor Division Affiliate Licensed Intellectual Property is valid and enforceable in accordance with its terms, no Company and no Subsidiary (and no Seller or Affiliate of any Seller, with respect to the Sensor Division Affiliate Licensed Intellectual Property), and, to the Knowledge of Sellers, no other party, is in default in any material respect under such licenses.

4.14.5 Except as shown in Schedule 4.14.5, to the Knowledge of Sellers, no third party is currently violating or infringing upon any of the Companies' or the Subsidiaries' rights in the Sensor Division Owned Intellectual Property. The Companies and the Subsidiaries have taken reasonable steps to maintain the confidentiality of all confidential Intellectual Property.

Except as shown in Schedule 4.14.6, to the Knowledge of Sellers, no third party is currently violating or infringing upon any of the Sellers' or their Affiliates' rights in the Sensor Division Affiliate Owned Intellectual Property. The Sellers and their Affiliates have taken reasonable steps to maintain the confidentiality of all confidential Intellectual Property included in the Sensor Division Affiliate Owned Intellectual Property.

4.14.6 Schedule 4.14.6 sets forth all Sensor Division Affiliate Owned Intellectual Property and all Sensor Division Affiliate Licensed Intellectual Property. Except for Technology commercially available through "shrink-wrap" or similar widely-available commercial end-user licenses, and except as set forth in Schedules 4.14.6, the Sensor Division Owned Intellectual Property and Sensor Division Licensed Intellectual Property together constitute all the Intellectual Property used or held for use in the Sensor Division Business and are adequate to conduct the Sensor Division Business as conducted up to and through the Closing Date. Except as set forth on Schedule 4.14.1 and Schedule 4.14.6, there exist no restrictions on the disclosure or transfer of the Sensor Division Owned Intellectual Property, the Sensor Division Affiliate Owned Intellectual Property, the Sensor Division Licensed Intellectual Property or the Sensor Division Affiliate Licensed Intellectual Property.

4.14.7 Except as shown in Schedule 4.14.7, no Company and no Subsidiary is under any obligation to pay any royalties or similar payments to any Person in connection with any license to any Company or any Subsidiary. Except for product indemnities (which are customary in the industries in which such products are sold in the ordinary commercial course of business) given purchasers of Sensor Division products in the ordinary course of Sensor Division Business that the products sold do not infringe third-party Intellectual Property rights, none of any Company and any Subsidiary has given an indemnity in connection with any Intellectual Property to any Person.

4.14.8 Except as shown in Schedule 4.14.8, to the Knowledge of Sellers, neither the products of the Sensor Division Business nor the conduct of the businesses of the Sensor Division as they are currently conducted violate or infringe the trademark, copyright or trade secret rights of any third-party. Except as shown in Schedule 4.14.8, there have been no notices received and are no Legal Proceedings pending against, threatened against, or affecting any Company or any Subsidiary (or any Seller or, to the Knowledge of Sellers, any Affiliate of any Seller, in the case of the Sensor Division Affiliated Owned Intellectual Property and Sensor Division Affiliate Licensed Intellectual Property) or any present or former officer or employee of any Company or any Subsidiary (or any Seller or, to the Knowledge of Sellers, any Affiliate of any Seller, in the case of the Sensor Division Affiliated Owned Intellectual Property and Sensor Division Affiliate Licensed Intellectual Property) (i) based upon, or challenging or seeking to deny or restrict, the rights of any Company or any Subsidiary (or any Seller or Affiliate of Seller, in the case of the Sensor Division Affiliated Owned Intellectual Property and Sensor Division Affiliate Licensed Intellectual Property) in any of the Sensor Division Owned Intellectual Property, Sensor Division Licensed Intellectual Property, Sensor Division Affiliated Owned Intellectual Property or Sensor Division Affiliate Licensed Intellectual Property, (ii) alleging that the use of any of the Sensor Division Owned Intellectual Property, Sensor Division Licensed Intellectual Property, Sensor Division Affiliated Owned

Intellectual Property or Sensor Division Affiliate Licensed Intellectual Property or any services provided, processes used or products manufactured, used, imported or sold with respect to the Sensor Division Business do or may conflict with, infringe or otherwise violate any Intellectual Property of any third party or (iii) alleging that any Company or any Subsidiary (or any Seller or Affiliate of Seller, in the case of the Sensor Division Affiliated Owned Intellectual Property and Sensor Division Affiliate Licensed Intellectual Property) has infringed, misappropriated or otherwise violated any Intellectual Property of any third party.

4.14.9 To the Knowledge of Sellers, none of the trademarks, service marks, applications for trademarks and applications for service marks included in the Sensor Division Owned Intellectual Property or Sensor Division Affiliate Owned Intellectual Property is the subject of an opposition or cancellation procedure. To the Knowledge of Sellers, none of the patents and patent applications included in the Sensor Division Owned Intellectual Property or Sensor Division Affiliate Owned Intellectual Property is the subject of an interference, protest, public use proceeding, or third party reexamination request.

4.15 Material Contracts. Schedule 4.15 sets forth all of the following Contracts to which any Company or any Subsidiary is a party or by which it is bound (collectively, the "Material Contracts"):

4.15.1 Other than Contracts involving payments to or by any Company or any Subsidiary of not more than Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate, Contracts with or for the benefit of (i) any Seller or any Affiliate of any Seller (other than any Company or Subsidiary), (ii) any Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of any Seller (other than Invensys) or any of its Affiliates (other than any Company or Subsidiary), (iii) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by any Seller or any of its Affiliates (other than any Company or Subsidiary), (iv) any director or officer of Seller or any of its Affiliates (other than any Company or Subsidiary) or any "associates" or members of the "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934, as amended) of any such director or officer or (v) any agreement with any director or officer of any Company or any Subsidiary or with any "associate" or any member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Securities Exchange Act of 1934, as amended) of any such director or officer;

4.15.2 Contracts (i) for the sale or purchase by any Company or any Subsidiary of materials, supplies, goods, services, equipment or other assets or that provides for aggregate payments of Two Hundred Fifty Thousand Dollars

IN WITNESS WHEREOF, the parties hereto have caused this Stock Purchase Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

HONEYWELL INTERNATIONAL INC.

By: *Anne T. Madden*
Name: ANNE T. MADDEN
Title: VP, CORPORATE PLANNING + DEVELOPMENT

SELLERS:

INVENSYS PLC

By: _____
Name:
Title:

BTR PLC

By: _____
Name:
Title:

BTR (EUROPEAN HOLDINGS) BV

By: _____
Name:
Title:

DEUTSCHE RANCO GMBH

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Stock Purchase Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

HONEYWELL INTERNATIONAL INC.

By: _____

Name:
Title:

SELLERS:

INVENSYS PLC

By: Victoria Hull

Name: Victoria Hull
Title: SUP and General Counsel

BTR PLC

By: Victoria Hull

Name: Victoria Hull
Title: SUP and General Counsel

BTR (EUROPEAN HOLDINGS) BV

By: Victoria Hull

Name: Victoria Hull
Title: SUP and General Counsel

DEUTSCHE RANCO GMBH

By: Victoria Hull

Name: Victoria Hull
Title: SUP and General Counsel

STEWART WARNER CORP.

By: Victoria Hull
Name: Victoria Hull
Title: VP and General Counsel

H.S. INVESTMENTS INC.

By: Victoria Hull
Name: Victoria Hull
Title: VP and General Counsel

BTR INDUSTRIES LIMITED

By: Victoria Hull
Name: Victoria Hull
Title: VP and General Counsel

EBERLE CONTROLS GmbH

By: Victoria Hull
Name: Victoria Hull
Title: VP and General Counsel

INVENSYS MEXICO HOLDINGS LLC

By: Victoria Hull
Name: Victoria Hull
Title: VP and General Counsel

FASCO INDUSTRIES INC.

By: Victoria Hull
Name: Victoria Hull
Title: VP and General Counsel