

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Easco Hand Tools, Inc.		12/18/2009	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Fastenal IP Company
Street Address:	2001 Theurer Blvd.
City:	Winona
State/Country:	MINNESOTA
Postal Code:	55987
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75783415	HK
Serial Number:	71380949	HOLO-KROME
Serial Number:	73162248	HOLO-KROME
Serial Number:	72101325	THERMO-FORGED
Serial Number:	73645919	H-K
Serial Number:	71367129	HK
Serial Number:	72181579	HOLO-KNURL
Serial Number:	73087136	HOLO-KROME
Serial Number:	73162249	HOLO-KROME
Serial Number:	72105357	

CORRESPONDENCE DATA

Fax Number: (507)494-0725
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 507-453-8559

OP \$265.00 75783415

Email: rolson@fastenal.com
Correspondent Name: Ryan D. Olson
Address Line 1: 2001 Theurer Blvd.
Address Line 4: Winona, MINNESOTA 55987

NAME OF SUBMITTER:	Ryan D. Olson
Signature:	/ryan d. olson/
Date:	01/07/2010

Total Attachments: 81

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BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is executed and delivered as of this 18th day of December, 2009 to Fastenal Company, a Minnesota corporation (the "Buyer"), by Holo-Krome Company, a Delaware corporation (the "Seller"), and each of Easco Hand Tools, Inc., a Delaware Corporation ("Easco"), Industrial Fasteners, Inc., a Delaware corporation ("IFI"), and Western Pacific Industries Inc., a Delaware corporation (collectively, with Easco and IFI, the "Business Affiliates" and, collectively with the Seller, the "Asset Transferors"). All capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase and Sale Agreement, dated as of December 9, 2009 (the "Agreement"), among the Buyer, the Seller and Danaher Corporation, a Delaware corporation.

WHEREAS, this Bill of Sale is being executed and delivered pursuant to the Agreement; and

WHEREAS, pursuant to the Agreement, the Seller agreed (and agreed to cause the Business Affiliates) to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer agreed to purchase and acquire from the Asset Transferors, all of the Asset Transferors' right, title and interest in and to the Acquired Assets at the Closing;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Asset Transferors hereby agree as follows:

1. The Asset Transferors hereby sell, convey, assign, transfer and deliver to the Buyer, and the Buyer hereby accepts from the Asset Transferors, all of Asset Transferors' right, title and interest in and to the Acquired Assets.

2. This Bill of Sale is being executed and delivered by the Asset Transferors in accordance with the Agreement and is expressly made subject to those liabilities, obligations and commitments which the Buyer has expressly assumed and agreed to perform, pay and discharge pursuant to the Assumption Agreement executed and delivered by the Buyer as of the date hereof.

3. Each Asset Transferor, by its execution of this Bill of Sale, and the Buyer, by its acceptance of this Bill of Sale, hereby acknowledges and agrees that no representation or warranty, nor any right or remedy, of any Person under the Agreement or any other Ancillary Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Bill of Sale.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Bill of Sale as of the date first above written.

THE SELLER:

HOLO-KROME COMPANY

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

THE BUSINESS AFFILIATES:

EASCO HAND TOOLS, INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

INDUSTRIAL FASTENERS, INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

WESTERN PACIFIC INDUSTRIES INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

[Signature Page to Bill of Sale]

ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

FASTENAL COMPANY

By: *Daniel L. Florness*

Name: *Daniel L. Florness*

Title: *Executive VP and CFO*

[Signature Page to Bill of Sale]

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 18th day of December, 2009 to Fastenal Company, a Minnesota corporation (the "Buyer"), by Holo-Krome Company, a Delaware corporation (the "Seller"), and each of Easco Hand Tools, Inc., a Delaware Corporation ("Easco"), Industrial Fasteners, Inc., a Delaware corporation ("IFI"), and Western Pacific Industries Inc., a Delaware corporation (collectively, with Easco and IFI, the "Business Affiliates" and, collectively with the Seller, the "Asset Transferors"). All capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase and Sale Agreement, dated as of December 9, 2009 (the "Agreement"), among the Buyer, the Seller and Danaher Corporation, a Delaware corporation.

WHEREAS, this Assignment is being executed and delivered pursuant to the Agreement; and

WHEREAS, the Asset Transferors are the owners of the trademark registrations identified on Schedule A hereto and the trademarks which are the subject thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks, (collectively, the "Acquired Trademarks");

WHEREAS, pursuant to the Agreement, the Seller agreed (and agreed to cause the Business Affiliates) to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer agreed to purchase and acquire from the Asset Transferors, all of the Asset Transferors' right, title and interest in and to the Acquired Trademarks at the Closing;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Asset Transferors hereby agree as follows:

1. The Asset Transferors hereby sell, convey, assign, transfer and deliver to the Buyer, and the Buyer hereby accepts from the Asset Transferors, all of the Asset Transferors' right, title and interest in and to the Acquired Trademarks.
2. This Assignment is being executed and delivered by the Asset Transferors in accordance with the Agreement and is expressly made subject to those liabilities, obligations and commitments which the Buyer has expressly assumed and agreed to perform, pay and discharge pursuant to the Assumption Agreement executed and delivered by the Buyer as of the date hereof.
3. Each Asset Transferor, by its execution of this Assignment, and the Buyer, by its acceptance of this Assignment, hereby acknowledges and agrees that no representation or warranty, nor any right or remedy, of any Person under the Agreement or any other Ancillary Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment.

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment as of the date first above written.

THE SELLER:

HOLO-KROME COMPANY

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

THE BUSINESS AFFILIATES:

EASCO HAND TOOLS, INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

INDUSTRIAL FASTENERS, INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

WESTERN PACIFIC INDUSTRIES INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

[Signature Page to Trademark Assignment]

ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

THE BUYER:

FASTENAL COMPANY

By: Daniel L. Florness

Name: Daniel L. Florness

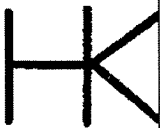


Title: Executive VP and CFO


[Signature Page to Trademark Assignment]

Schedule A to Trademark Assignment

Acquired Trademarks

Mark	Country	Registered Owner	Application Number	Application Date	Registration Number	Registration Date
HK	United States	Easco Hand Tools, Inc.	75/783415	24-Aug-99	2375142	08-Aug-00
HOLO-KROME	United States	Easco Hand Tools, Inc.	71/380949	13-Jul-36	342115	05-Jan-37
HOLO-KROME	United States	Easco Hand Tools, Inc.	73/162248	14-Mar-78	1125139	18-Sep-79
HOLO-KROME	Benelux	Industrial Fasteners, Inc.	23939	20-Dec-71	95250	20-Dec-71
HOLO-KROME	Brazil	Industrial Fasteners, Inc.	199039	24-Sep-56	3313085	24-Sep-56
HOLO-KROME	Canada	Industrial Fasteners, Inc.	170024	02-Feb-37	UCA007879	02-Feb-37
HOLO-KROME	Community Trademark	Industrial Fasteners, Inc.	2200111	30-Apr-01	2200111	26-Feb-04
HOLO-KROME	Great Britain	Industrial Fasteners, Inc.	818418	17-Mar-61	818418	17-Mar-61
HOLO-KROME	Germany	Western Pacific Industries Inc.	H8653/9fWz	14-Aug-54	677273	10-Jun-55
HOLO-KROME	South Africa	Industrial Fasteners, Inc.	61/0115	16-Jan-61	61/0115	16-Jan-91
HOLO-KROME	Sweden	Industrial Fasteners, Inc.	1105/61	21-Mar-61	103.107	21-Jun-62
THERMO-FORGED	United States	Easco Hand Tools, Inc.	72/101325	22-Jul-60	726883	30-Jan-62

Mark	Country	Registered Owner	Application Number	Application Date	Registration Number	Registration Date
THERMO-FORGED	Community Trademark	Industrial Fasteners, Inc.	2133494	16-Mar-01	2133494	22-Aug-02
H-K	United States	Easco Hand Tools, Inc.	73/645919	24-Feb-87	1454878	01-Sep-87
HK and Design	Canada	Industrial Fasteners, Inc.	236328	20-Jun-56	TMA105834	15-Feb-57
	United States	Easco Hand Tools, Inc.	71/367129	10-Jul-35	332748	25-Feb-36
HOLO-KNURL	United States	Easco Hand Tools, Inc.	72/181579	20-Nov-63	777687	29-Sep-64
HOLO-KNURL	Canada	Industrial Fasteners, Inc.	286782	11-Jan-65	TMA141469	20-Aug-65
	United States	Easco Hand Tools, Inc.	73/087136	14-May-76	1078747	06-Dec-77
	United States	Easco Hand Tools, Inc.	73/162249	14-Mar-78	1125140	18-Sep-79

Mark	Country	Registered Owner	Application Number	Application Date	Registration Number	Registration Date
HOLO-KROME and Design	Australia	Industrial Fasteners, Inc.	358558	01-Apr-81	358558	28-Jul-82
HOLO-KROME and Design	Great Britain	Industrial Fasteners, Inc.	1152961	23-Apr-81	1152961	06-Jun-84
 Miscellaneous Design	United States	Easco Hand Tools, Inc.	72/105357	28-Sep-60	738035	18-Sep-62

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "Agreement") is made and entered into as of this 18th day of December, 2009, by and among Holo-Krome Company, a Delaware corporation (the "Seller"), Fastenal Company, a Minnesota corporation (the "Buyer"), and The Bank of New York Mellon, a New York banking corporation, as the Escrow Agent (in such capacity, the "Escrow Agent").

WITNESSETH:

WHEREAS, this Agreement is being executed and delivered pursuant to the Purchase and Sale Agreement, dated as of December 9, 2009 (the "Purchase Agreement"), by and among the Buyer, the Seller and Danaher Corporation pursuant to which, and upon the terms and conditions set forth therein, the Buyer is purchasing certain assets and assuming certain liabilities from the Seller;

WHEREAS, the Purchase Agreement contemplates an escrow account as a source for effecting the payment and discharge of obligations owed to the Buyer and its Affiliates (collectively, the "Buyer Indemnified Parties") pursuant to the Purchase Agreement; and

WHEREAS, the Escrow Agent is willing to act as escrow agent upon the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Appointment of Escrow Agent.** The Buyer and the Seller hereby designate the Escrow Agent to act as herein specified, and the Escrow Agent accepts its appointment as escrow agent hereunder, until the complete release of the Escrow Funds in accordance with the provisions of Sections 3 and 12 hereof. The Buyer and the Seller hereby irrevocably authorize the Escrow Agent to take such action on their behalf under the provisions of this Agreement and to exercise such powers and to perform such duties hereunder as are specifically delegated to or required of the Escrow Agent by the terms hereof and such other powers as are reasonably incidental thereto.

2. **Deposit of the Escrow Funds.** Concurrently with the execution and delivery of this Agreement, the Buyer has deposited the sum of Three Hundred Fifty-Two Thousand, Two Hundred Seventeen Dollars (\$352,217.00) (the "Escrow Amount," and as such funds may be increased or decreased pursuant to this Agreement, the "Escrow Funds") with the Escrow Agent to be held by the Escrow Agent in an escrow account. During the term of this Agreement, the balance of the Escrow Funds shall be: (a) subject to decrease due to disbursements made in accordance with Section 3 or 12 hereof; and (b) subject to increase or decrease as a result of the investment of the Escrow Funds by the Escrow Agent in Permitted Investments.

3. Disbursements from the Escrow Funds.

(a) In the event that a Buyer Indemnified Party desires to make a claim for indemnification pursuant to Article VI of the Purchase Agreement against the Escrow Funds (each such claim, an "Indemnity Claim"), then the Buyer shall deliver notice a Claim Notice to the Escrow Agent concurrently with the delivery of such Claim Notice to the Seller in accordance with Section 6.3 of the Purchase Agreement. "Claim Notice" means (i) a reasonably specific description and amount of any Damages incurred by the Buyer Indemnified Party, (ii) a statement that the Buyer Indemnified Party is entitled to indemnification under Article VI of the Agreement and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Damages.

(b) The Escrow Funds shall be held by the Escrow Agent and disbursed only as permitted pursuant to this Section 3(b) and Section 12 below.

(i) The Escrow Agent shall disburse Escrow Funds in accordance with written instructions jointly executed by both the Buyer and the Seller directing the Escrow Agent to make such disbursement (a "Joint Instruction").

(ii) The Escrow Agent shall disburse Escrow Funds upon receipt of a certified copy of a final non-appealable judgment or order issued by a court of competent jurisdiction, accompanied by an opinion of legal counsel for the party presenting such judgment to the effect that such judgment represents a final adjudication of the rights of the parties by a court of competent jurisdiction and that the time for appeal from such judgment has expired without an appeal having been perfected (a "Certified Judgment"), in accordance with such Certified Judgment.

(iii) On June 18, 2011, the Escrow Agent shall disburse to the Seller the excess, if any, of (A) the balance of the Escrow Funds as of such date over (B) the aggregate amount (the "Pending Claim Amount") of (1) all then-pending Indemnity Claims and (2) all Indemnity Claims that have been finally determined in favor of the Buyer but for which payment has not yet been made; provided that if the Pending Claim Amount is greater than zero, then promptly following final resolution in accordance with the Purchase Agreement, of each Indemnity Claim giving rise to the Pending Claim Amount, the Pending Claim Amount shall be recalculated and the Escrow Agent shall pay to the Seller the excess, if any, of (A) the balance of the Escrow Funds as of such date over (B) such recalculated Pending Claim Amount.

(c) In the event that an Indemnity Claim is finally resolved by agreement of the Buyer and the Seller, each of the Buyer and the Seller shall execute and deliver Joint Instructions to the Escrow Agent if and as necessary to implement such final resolution.

(d) All disbursements shall be made by wire transfer of immediately available funds. Within two (2) business days following receipt by the Escrow Agent of a Joint Instruction or Certified Judgment, the Escrow Agent shall pay to the Buyer or the Seller, from the Escrow Funds, any amount so directed to be paid in such Joint Instruction or Certified Judgment in accordance with written wire transfer instructions for such payment provided by the recipient to the Escrow Agent.

(e) Any Joint Instruction or Certified Judgment received after 11:00 a.m. Eastern Time will be treated as if received on the following business day.

4. Investment of the Escrow Funds.

(a) The Escrow Agent shall hold the Escrow Funds subject to the terms and conditions of this Agreement. At the written direction of the Seller, the Escrow Agent shall invest all cash held in escrow in, and only in, Permitted Investments (as defined below).

(b) For purposes of this Agreement, "Permitted Investments" means (i) any obligation issued or guaranteed by the United States of America or any agency or instrumentality thereof, (ii) any obligation (including certificates of deposit and bankers' acceptances) of a domestic commercial bank that had total assets in excess of \$500,000,000 at the date of its last public reporting, (iii) commercial paper rated at least A-1 or P-1 or, if not rated, issued by companies having outstanding debt rated at least AA or Aa, and (iv) any money market mutual fund invested exclusively in some or all of the securities described in the foregoing clauses (i), (ii) and (iii).

(c) Investment instructions received after 11:00 a.m. Eastern Time will be treated as if received on the following business day.

(d) The Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to pay any portion of the Escrow Funds pursuant to the terms hereof. The Escrow Agent shall not have any liability for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Funds made in accordance with the terms of this Agreement (except for those losses arising out of the Escrow Agent's gross negligence or willful misconduct). Absent receipt of specific written investment instructions from the Seller, the Escrow Agent shall invest the Escrow Funds in Treasury Bills of the United States of America having a maturity date of three (3) months.

(e) Any and all interest on and income from Permitted Investments shall be retained and deemed a part of the Escrow Funds (as applicable) for all purposes hereunder until paid out to the Seller in accordance with Section 12 hereof.

5. Duties of Escrow Agent.

(a) The Escrow Agent shall treat the Escrow Funds with such degree of care as it treats its own similar property. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Escrow Agent's duties are as a depository only, and the Escrow Agent shall incur no liability whatsoever, except for its gross negligence or willful misconduct. The Escrow Agent may consult with counsel of its choice in accordance with Section 15 hereof, and shall not be liable for any action taken, suffered or omitted to be taken by it in good faith in accordance with the advice of such counsel, except for the Escrow Agent's gross negligence or willful misconduct.

(b) If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands which, in its opinion, are in conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action other than to

keep safely the Escrow Funds until it shall be directed otherwise pursuant to a written memorandum jointly executed by the Buyer and the Seller. This Agreement shall not create any fiduciary duty of the Escrow Agent to the Buyer or the Seller.

(c) The Escrow Agent shall not be called upon to advise any party as to the wisdom in taking or refraining from any action with respect to the Escrow Funds.

6. **Reliance by the Escrow Agent on Written Notices.** Set forth on Schedule 1 hereto is a list of the names of the persons (together with any persons named in accordance with the next sentence, the “Buyer Authorized Personnel”) and specimen signatures authorized to act for the Buyer under this Agreement. A Secretary or an Assistant Secretary of the Buyer may, from time to time, certify to the Escrow Agent the names of any other persons authorized to act on its behalf under this Agreement. Set forth on Schedule 2 hereto is a list of the names of the persons (together with any persons named in accordance with the next sentence, the “Seller Authorized Personnel”) and specimen signatures authorized to act for the Seller under this Agreement. Any person who is on the list of Authorized Personnel of Seller on Schedule 2 hereto, from time to time, certify to the Escrow Agent the names of any other persons authorized to act on its behalf under this Agreement. The Escrow Agent may rely on and shall be authorized and protected in acting or failing to act in accordance with this Agreement upon the written or facsimile instructions of any Buyer Authorized Personnel or Seller Authorized Personnel that it believes to be genuine, with respect to any matter relating to this Agreement or the Escrow Funds.

7. **Risk to Escrow Agent.** Unless otherwise specifically provided for herein, none of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. In no event shall the Escrow Agent be liable for (i) any consequential, punitive, or special damages, except as a result of the Escrow Agent’s gross negligence or willful misconduct, (ii) the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians, unless such actions amount to gross negligence or willful misconduct, or (iii) any amount in excess of the value of the Escrow Funds. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or Governmental Authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

8. **Investigation by the Escrow Agent.** The Escrow Agent shall not be required or bound to investigate any facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

9. **Escrow Agent’s Execution of Power.** The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible or liable for the actions or omissions of such agents, attorneys, custodians or nominees absent

gross negligence or willful misconduct on the part of any such agent, attorney, custodian or nominee so appointed, as finally determined by a non-appealable court of competent jurisdiction.

10. Successor to Escrow Agent. Any Person into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any Person succeeding to the business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

11. Legal Proceedings. The Escrow Agent shall not be required to institute legal proceedings of any kind. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Funds (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Funds), the Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems reasonably appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect, unless its actions with respect thereto amount to gross negligence or willful misconduct.

12. Escrow Agent Reporting. Except as required by law, the Escrow Agent shall not be under any duty to file any reports or withhold or deduct any amount in respect of taxes due for payments made pursuant to this Agreement. For tax reporting purposes, the Buyer and the Seller agree that all Escrow Funds remaining in escrow pursuant to this Agreement shall be treated as owned by the Buyer; provided that all interest or other income earned from the investment of the Escrow Funds in Permitted Investments in any tax year shall be reported as allocated to the Seller and the parties agree that one hundred percent (100%) of such interest or other income shall be disbursed to the Seller from the Escrow Funds on a quarterly basis, with each distribution occurring (x) within fifteen (15) days after the end of each calendar quarter and (y) prior to any disbursement of the Escrow Funds to the Buyer pursuant to the terms of this Agreement. The Buyer and the Seller agree to provide the Escrow Agent, upon request, with properly completed Forms W-8BEN or W-9, as applicable.

13. Fees of the Escrow Agent. The Escrow Agent shall be entitled to, and the Buyer agrees to pay to the Escrow Agent all of the fees and expenses set forth on Schedule 3 hereto. If any fees, expenses or costs incurred by, or any obligations owed to, the Escrow Agent by the Buyer hereunder are not properly paid when due, the Escrow Agent may reimburse itself therefor from the Escrow Funds, and the Escrow Agent may sell, convey or otherwise dispose of the Escrow Funds for such purpose, provided that the Seller shall have the right to reimbursement therefor from the Buyer. As security for the due and punctual performance of any and all obligations to the Escrow Agent hereunder, now or hereafter arising, the Buyer and the Seller hereby pledge, assign and grant to the Escrow Agent a continuing security interest in, and a lien on, the Escrow Funds and all distributions thereon or additions thereto (whether such additions are the result of deposits or the investment of the Escrow Funds). The security interest of the

Escrow Agent shall at all times be valid, perfected and enforceable by the Escrow Agent against the Buyer, the Seller and all third parties in accordance with the terms of this Agreement. The obligation of the Buyer under this Section 13 to compensate the Escrow Agent and to pay or reimburse the Escrow Agent for reasonable expenses, disbursements and advances shall survive the satisfaction and discharge of this Agreement or the earlier resignation or removal of the Escrow Agent.

14. Resignation of the Escrow Agent. If the Escrow Agent at any time, in its sole discretion, deems it necessary or advisable to resign as escrow agent hereunder, it may do so by giving prior written notice of such event to the Buyer and the Seller and thereafter delivering the Escrow Funds to any other escrow agent mutually agreed upon by the Buyer and the Seller as set forth in a written memorandum jointly executed by the Buyer and the Seller delivered to the Escrow Agent, and if no such escrow agent shall be designated by the Buyer and the Seller within sixty (60) calendar days of such written notice, then the Escrow Agent may apply to the clerk or other proper officer of a court of competent jurisdiction located within the State of New York to the extent permitted by law for the appointment of a successor Escrow Agent (any such successor to the Escrow Agent, the "Successor Agent"). The reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding, shall be paid by, and shall be deemed a joint and several obligation of, the Buyer and the Seller. The Buyer and the Seller may, at any time after the date hereof, agree in writing to substitute a Successor Agent for the Escrow Agent, whereupon the Escrow Agent shall deliver the Escrow Funds to such Successor Agent. The fees of any Successor Agent shall be borne equally by the Buyer and the Seller. Upon delivery of the Escrow Funds to the Successor Agent, (i) the Escrow Agent shall be discharged from any and all responsibility or liability with respect to the Escrow Funds (except for liability incurred hereunder due to the Escrow Agent's gross negligence or willful misconduct prior to such delivery of the Escrow Funds) and (ii) all references herein to the "Escrow Agent" shall, where applicable, be deemed to include such Successor Agent and such Successor Agent shall thereafter become the Escrow Agent for all purposes of this Agreement.

15. Indemnification of the Escrow Agent.

(a) Each of the Buyer and the Seller agrees to indemnify and hold the Escrow Agent harmless from and against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs of investigation and reasonable counsel fees and expenses, which may be imposed on the Escrow Agent or incurred by it in connection with (i) its acceptance of this appointment as the Escrow Agent hereunder or the performance of its duties hereunder or (ii) its reliance on and compliance with any written instructions or directions from the Buyer or the Seller through their respective Authorized Personnel, including instructions or directions given by facsimile or electronic transmission, except in each of clauses (i) and (ii) as a result of the Escrow Agent's gross negligence or willful misconduct. Such indemnity includes, without limitation, all losses, damages, liabilities and expenses (including reasonable counsel fees and expenses) incurred in connection with any litigation (whether at the trial or appellate levels) arising from this Agreement or involving the subject matter hereof. The indemnification provisions contained in this Section 15(a) are in addition to any other rights any of the indemnified parties may have by law or otherwise and shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

(b) Each of the Buyer and the Seller agrees to indemnify and hold the Escrow Agent harmless from any liability on account of Taxes, assessments or other governmental charges, including the withholding or deduction or the failure to withhold or deduct the same, and any liability for failure to obtain proper certifications or to properly report to governmental entities, to which the Escrow Agent may be or become subject in connection with or which arises out of this Agreement, including costs and expenses (including reasonable legal fees and expenses), interest and penalties, except as a result of the Escrow Agent's gross negligence or willful misconduct. The indemnification provisions contained in this Section 15(b) are in addition to any other rights any of the indemnified parties may have by law or otherwise and shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

16. Termination of Agreement. Upon disbursement by the Escrow Agent (including any Successor Agent) of all of the Escrow Funds pursuant to the terms of this Agreement, this Agreement shall terminate (*provided* that the provisions of Sections 13 and 15 hereof shall survive such termination).

17. Amendments and Modifications. No party hereto shall be bound by any modification, amendment, termination, cancellation or rescission of this Agreement unless the same shall be in writing and signed by such party.

18. Notices. Any notice, request, claim, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given if delivered personally or sent by facsimile or other electronic transmission (with confirmation of receipt), by registered or certified mail, postage prepaid, or by nationally recognized courier service, as follows:

(a) if to the Seller, to: *with a copy to:*
(which shall not constitute notice)

Holo-Krome Company
c/o Danaher Corporation
2099 Pennsylvania Ave., N.W., 12th
Floor
Washington, DC 20006-1813
Attention: Chief Counsel, M&A
Tel: (202) 828-0850
Fax: (202) 419-7668

Wilmer Cutler Pickering Hale and
Dorr LLP
1875 Pennsylvania Ave., NW
Washington, DC 20006
Tel: (202) 663-6000
Fax: (202) 663-6363
Attention: Mark A. Dewire, Esq.

(b) if to the Buyer, to: *with a copy to:*
(which shall not constitute notice)

Fastenal Company
2001 Theurer Boulevard
Winona, MN
Attention: Daniel Florness
Tel: (507) 453-8211
Fax: (507) 494-7711

Fastenal Company
2001 Theurer Boulevard
Winona, MN 55987
Attention: General Counsel
Tel: (507) 453-8117
Fax: (507) 494-7767

(c) if to the Escrow Agent, to:

The Bank of New York Mellon
Corporate Trust - Escrow
101 Barclay Street, 8W
New York, NY 10286
Tel: (212) 815-3195
Fax: (212) 815-5877
Attention: Dionne Thomas

or to such other address as the person to whom notice is to be given may have specified in a notice duly given to the sender as provided herein. Such notice, request, claim, demand, waiver, consent, approval or other communication shall be deemed to have been given and received: (i) if sent by facsimile, the day on which the sender has confirmed delivery of a successful transmission; (ii) if by registered or certified mail, the fifth (5th) business day following proper delivery to the US Postal Service; (iii) if by nationally recognized courier service using overnight service, the first business day following delivery to such courier; and (iv) if by any other method, upon actual receipt by the addressees.

19. Assignment. This Agreement and the rights of the parties hereunder may not be assigned without the prior written consent of the other parties hereto (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, heirs and legal representatives; provided, however, each of the Buyer and the Seller may assign its rights to the Escrow Funds to any of its Affiliates without the consent of any other party hereto upon notice to each such other party. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

20. Construction; Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Section, schedule and party references are to this Agreement unless otherwise stated. No party, nor its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any party.

21. Representation. The Buyer, the Escrow Agent and the Seller each hereby represents and warrants that (a) this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (b) the execution, delivery and performance of this Agreement by it does not and will not violate any applicable law or contract.

22. Governing Law/Forum/Waiver of Jury Trial. This Agreement shall be governed by, interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. The parties hereby submit to the personal jurisdiction of and each agrees that all proceedings relating hereto shall be brought in the federal and state courts located within the State of New York and to the service of process by registered mail, return receipt requested, or by any other manner provided by the laws of the State of New York. Each of the parties to this Agreement waives the right to trial by jury.

23. **Definitions.** All capitalized terms not defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

24. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties has caused this Escrow Agreement to be duly executed on its behalf as of the day and year first above written.

HOLO-KROME COMPANY

By: Frank T. McFaden
Name: Frank T. McFaden
Title: VP + TREASURER

FASTENAL COMPANY

By: _____
Name:
Title:

**THE BANK OF NEW YORK MELLON, as
Escrow Agent**

By: _____
Name: Dionne Thomas
Title: Senior Associate

IN WITNESS WHEREOF, each of the parties has caused this Escrow Agreement to be duly executed on its behalf as of the day and year first above written.

HOLO-KROME COMPANY

By: _____
Name:
Title:

FASTENAL COMPANY

By: Daniel L. Florness
Name: Daniel L. Florness
Title: Executive VP and CFO

**THE BANK OF NEW YORK MELLON, as
Escrow Agent**

By: _____
Name: Dionne Thomas
Title: Senior Associate

IN WITNESS WHEREOF, each of the parties has caused this Escrow Agreement to be duly executed on its behalf as of the day and year first above written.

HOLO-KROME COMPANY

By: _____
Name:
Title:

FASTENAL COMPANY

By: _____
Name:
Title:

**THE BANK OF NEW YORK MELLON, as
Escrow Agent**

By: *Dionne Thomas*
Name: Dionne Thomas
Title: Senior Associate

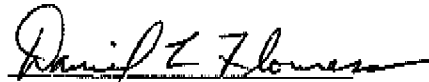
SCHEDULE 1

Buyer Authorized Personnel

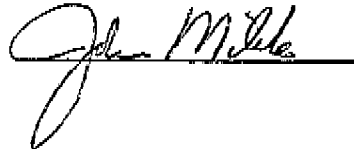
Name

Signature

Daniel Florness

Handwritten signature of Daniel Florness in cursive script, written over a horizontal line.

John Milek

Handwritten signature of John Milek in cursive script, written over a horizontal line.

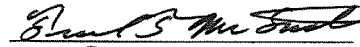
SCHEDULE 2

Seller Authorized Personnel


Name

Signature

Frank T. McFaden



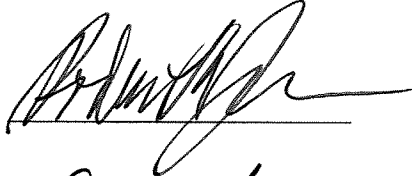
Robert S. Lutz



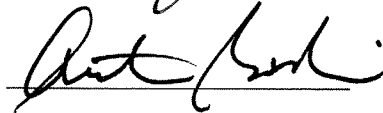
Larry Smith



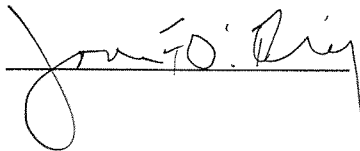
Rodney L.A. Jackson



Attila I. Bodi



James F. O'Reilly



SCHEDULE 3

Escrow Agent Fee Schedule

ACCEPTANCE FEE - Waived

This one time charge is payable at the time of the Closing and includes the review and execution of this Agreement and all documents submitted in support thereof and establishment of accounts.

ANNUAL ADMINISTRATIVE FEE - \$3,500

An annual fee of \$3,500 will cover the duties and responsibilities of the Escrow Agent related to account administration and servicing, which may include maintenance of accounts on various systems, custody and securities servicing, reporting, etc.

INVESTMENT COMPENSATION

With respect to investments in money market mutual funds for which the Escrow Agent provides shareholder services, the Escrow Agent (or its affiliates) may also receive and retain additional fees from the mutual funds (or their affiliates) for shareholder services as set forth in the Authorization and Direction to the Escrow Agent to Invest Cash Balances in Money Market Mutual Funds.

The Escrow Agent will charge a \$25.00 transaction fee for each purchase, sale or redemption of securities other than the aforementioned Money Market Mutual Funds.

DISBURSEMENT FEE (CHECK OR WIRE) PER TRANSACTION

A fee of \$25.00 will be assessed for each disbursement.

OUT-OF-POCKET EXPENSES

Additional out-of-pocket expenses may include, but are not limited to: telephone; facsimile; courier; copying; postage; supplies; and expenses of foreign depositories, in each case as evidenced by reasonable documentation of such expenses.

CUSTOMER NOTICE REQUIRED BY THE USA PATRIOT ACT

To help the U.S. government fight the funding of terrorism and money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with us, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a certificate of incorporation or similar document or other pertinent identifying documentation for your type of organization.

ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT (this "Agreement") is executed and delivered as of this 18th day of December, 2009 in favor of Holo-Krome Company, a Delaware corporation (the "Seller"), and each of Easco Hand Tools, Inc., a Delaware Corporation ("Easco"), Industrial Fasteners, Inc., a Delaware corporation ("IFI"), and Western Pacific Industries Inc., a Delaware corporation (collectively, with Easco and IFI, the "Business Affiliates"), by Fastenal Company, a Minnesota corporation (the "Buyer"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase and Sale Agreement, dated as of December 9, 2009 (the "Purchase Agreement"), among the Buyer, the Seller and Danaher Corporation, a Delaware corporation.

WHEREAS, this Agreement is being executed and delivered pursuant to the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Buyer agreed to assume at the Closing, and to pay, perform and discharge when due from and after the Closing, the Assumed Liabilities;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer hereby agrees as follows:

1. The Buyer hereby assumes and agrees to pay, perform and discharge when due all of the Assumed Liabilities.
2. The Buyer, by its execution of this Agreement, and each of the Seller and the Business Affiliates, by its acceptance of this Agreement, hereby acknowledges and agrees that no representation or warranty, nor any right or remedy of any Person under the Purchase Agreement or any other Ancillary Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned have executed this Agreement as of the date first above written.

THE BUYER:

FASTENAL COMPANY

By: *Daniel L. Flocness*

Name: Daniel L. Flocness

Title: Executive VP and CFO

[Signature Page to Assumption Agreement]

ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

THE SELLER:

HOLO-KROME COMPANY

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

THE BUSINESS AFFILIATES:

EASCO HAND TOOLS, INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

INDUSTRIAL FASTENERS, INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

WESTERN PACIFIC INDUSTRIES INC.

By: Frank T. McFaden
Name: FRANK T. McFADEN
Title: VP + TREASURER

[Signature Page to Assumption Agreement]

LEASE

THIS LEASE is made and entered into this 18th day of December, 2009, by and between Holo-Krome Company, a Delaware corporation (hereinafter called "Landlord"), and Fastenal Company, a Minnesota corporation (hereinafter called "Tenant").

WITNESSETH:

Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and lease to Tenant (for the Term hereinafter stipulated) the premises described in **Exhibit A** attached hereto and known as 31 & 60 Brook Street, West Hartford, Connecticut 06110 including all buildings, structures, and other improvements thereon (collectively, hereinafter called the "Premises"). As used in this Lease, "structures" means the structural elements of the buildings on the Premises, including, without limitation, the foundations, walls and roofs thereof and "structural" means matters related to the foregoing.

In connection with such lease of the Premises, Landlord further hereby grants to Tenant its guests, invitees and licensees (for the Term hereinafter stipulated) the right to use all easements, rights and privileges appurtenant thereto, including any appurtenant rights Landlord may have with respect to the use of any adjoining parking areas, driveways, roads, alleys and means of ingress and egress.

Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase and Sale Agreement, dated as of December 9, 2009, among Landlord, Tenant and Danaher Corporation, pursuant to which the Landlord and Tenant have entered into this Lease (the "Sale Contract").

ARTICLE 1

TERM AND USE

1.1 The term of this Lease shall begin on the date hereof (the "Commencement Date") and expire on December 31, 2011, unless terminated earlier pursuant to the terms of this Lease (the "Initial Term" and, as may be extended pursuant to the following sentence, the "Term"). Tenant will have the option, but not the obligation to extend the Term of this Lease for two additional twelve month periods from January 1, 2012 to December 31, 2012 and from January 1, 2013 to December 31, 2013. Tenant will notify Landlord in writing at least six (6) months before the expiration of the Term of Tenant's intention to exercise its option to extend the Term of this Lease. Tenant may terminate this Lease at any time prior to the end of the Term without penalty or responsibility for the rental payments after the termination date by providing written notice thereof to Landlord not less than six (6) months prior to the effective date of such termination and such termination date shall constitute the end of the Term. Landlord may terminate this Lease effective at any time on or after the expiration of the Initial Term upon not less than six (6) months' notice prior to the effective date of such termination and such

termination date shall constitute the end of the Term. For purposes of this Lease, a "Lease Month" shall be defined as those successive calendar month periods, or portions thereof, beginning with the Commencement Date and continuing through the Term.

1.2 The Premises may be used and occupied solely for Tenant's continued Conduct of the Business in the Ordinary Course (as defined below) and in accordance with the terms of this Lease (including without limitation Article 6 hereof), and for no other use or purposes whatsoever.

ARTICLE 2

BASE RENT

The "Base Rent" (hereinafter so referred to) shall begin to accrue on the Commencement Date. Tenant hereby covenants and agrees to pay to Landlord, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the Base Rent per Lease Month in the following amounts:

- Seven Thousand Dollars (\$7,000.00) from the Closing Date to December 31, 2010;
- Ten Thousand Dollars (\$10,000.00) from January 1, 2011 through December 31, 2011;
- Twenty Thousand Dollars (\$20,000.00) from January 1, 2012 through December 31, 2012; and
- Twenty Thousand Dollars (\$20,000.00) from January 1, 2013 through December 31, 2013.

Base Rent shall be payable in advance, without demand, deduction or setoff whatsoever and without notice or invoice from Landlord, on or before the first day of each and every Lease Month during the Term provided that, if the Commencement Date is not the first day of a calendar month, pro rated Base Rent for the period beginning on the Commencement Date and ending on the first day of the next month shall be on the Commencement Date. All payments provided for in this Lease (including, without limitation, all Base Rent and Additional Rent (as defined below)) shall be paid or mailed to Landlord at the following address: Danaher Tool Group, PO Box 98703, Chicago, IL 60693-8703. Any payment of rent not made when due shall, at Landlord's sole option, bear interest at the rate of twelve percent (12%) per annum from the due date until paid. Additionally, any payment of rent not paid within ten (10) days of when due shall be considered delinquent and subject to a late payment charge, for each occurrence of delinquency, of five percent (5%) of the amount overdue and payable. The obligation to pay Rent shall survive the expiration or earlier termination of this Lease.

ARTICLE 3

REAL ESTATE TAXES

In addition to the Base Rent provided for in Article 2 hereof, Tenant shall pay to Landlord all Real Estate Taxes (defined below) applicable to the Premises incurred by Landlord during the Term. For these purposes, the term "Real Estate Taxes" shall be construed to mean any and all real property taxes, assessments, sewer rates, ad valorem charges, rents and charges, front foot benefit charges, all other governmental impositions in the nature of any of the foregoing, and all costs and expenses (including attorneys' fees and costs of court or other proceedings) incurred in contesting property tax assessments or any other such governmental impositions, excluding, for the avoidance of doubt, such amounts to the extent Tenant is entitled to indemnification therefor under Section 6.1(c) or 6.1(d) of the Sale Contract. In the event that such Real Estate Taxes are assessed for a tax year commencing prior to or ending beyond the Term, the obligation of Tenant shall be proportionate to the portion of the Term included in such year.

ARTICLE 4

CONDITION OF PREMISES

Tenant acknowledges and agrees that the Premises shall be leased hereunder as-is, where-is and with all faults, without warranty as to physical condition, environmental condition, zoning, suitability for a particular purpose or any other matter whatsoever. Except to the extent expressly provided in Section 6.1(c) and 6.1(d) of the Sale Contract, Landlord shall have no obligation to repair or otherwise cure any fault, defect or imperfection in the condition of the Premises, except to the extent any defect in the structure of the buildings located on the Premises (including, without limitation, the foundations, walls and roofs thereof), which defect in structure is existing as of immediately prior to the Closing (a "Pre-Existing Condition"), materially impairs the ability of the Tenant to conduct the Business on the Premises, as conducted as of immediately prior to the Closing, in which case Landlord's sole obligation shall be to repair such Pre-Existing Condition to the extent necessary to permit Tenant to conduct the Business, as conducted as of immediately prior to the Closing. During the Term, Tenant shall comply with any and all federal, state and local laws, ordinances and regulations, including but not limited to zoning laws, building codes and the Americans With Disabilities Act and regulations promulgated thereunder, which are applicable to the Premises or Tenant's use thereof. Tenant shall make any changes or improvements to the Premises required by any such laws. Tenant shall further be responsible for paying any or all fines or penalties for noncompliance or violation of codes and regulations of governmental authorities during the Term with respect to the use of the Premises, except to the extent Tenant is entitled to indemnification therefor pursuant to the Sale Contract, and Tenant shall be fully responsible for clearing any and all violations for non-compliance with codes and regulations within thirty (30) days of receiving notice of same.

ARTICLE 5

REPAIRS AND MAINTENANCE

5.1 Except as provided in the following sentence, Tenant shall, at its own cost and expense and at all times during the Term hereof, maintain the structures, the heating, the ventilating and air conditioning ("HVAC") systems, all plumbing, electrical and other mechanical systems, all plate glass, and all structural portions of the Premises, interior and exterior, in reasonably good, clean and safe repair and condition (collectively, "Structural and Systems Maintenance"), provided that Tenant shall have no obligation to repair any Pre-Existing Condition. Landlord shall be responsible for, at its own cost and expense, any occurrence of Structural and Systems Maintenance to the extent (x) such occurrence requires payment of out-of-pocket costs of more than \$2,500 and (y) such costs are not attributable to any negligence or other improper conduct of Tenant or its employees, agents, contractors, invitees or licensees (such obligations of Landlord under this sentence, "Landlord Maintenance Obligations"). In the event of an occurrence giving rise to Landlord Maintenance Obligations, Tenant shall promptly give written notice to Landlord promptly after Tenant becomes aware of such occurrence. For the avoidance of doubt, Landlord shall have no obligation to reimburse Tenant for any costs or expenses paid or incurred by Tenant with respect to any occurrence giving rise to a Landlord Maintenance Obligation without the prior written consent of Landlord, which Landlord may withhold in its sole discretion. In addition, Tenant shall regularly clip, cut and maintain the lawns, shrubbery and other landscaped portions of the Premises in good, clean and slightly appearance and condition at all times during the Term. Tenant shall be obligated to repair (including any necessary replacements), any part of the Premises damaged in any manner by negligence or other fault of Tenant or its employees, agents, contractors, invitees or licensees or damaged by regular wear and tear of the Premises during the tenancy herein.

5.2 Tenant shall surrender the Premises, at expiration or earlier termination of this Lease, in good condition and repair, normal wear and tear excepted, provided that Tenant shall have no obligation to repair any Pre-Existing Condition. In accordance with applicable laws, Tenant shall (a) remove all Tenant's Property (including, without limitation, the ovens transferred to Tenant under the Sale Contract and the other Acquired Assets), (b) decommission the Acquired Assets, (c) drain and properly dispose of all liquids, sludges, and other wastes from the Acquired Assets, and (d) dispose all waste materials generated by Tenant in the course of its business operations. Not less than 60 days prior to the expiration of the Term (or promptly upon the earlier termination of this Lease), Tenant shall deliver a written plan to Landlord for such decommissioning. Such plan shall provide for reasonable restoration of any damage to the integrity of structures, flooring and pavement, and shall be sufficiently detailed concerning methods of removal to allow Landlord to reasonably determine the extent of any planned excavation or Modification (as defined below). Landlord shall promptly review Tenant's proposed plan and, not less than 30 days prior to expiration of the Term, deliver notice in writing to Tenant of Landlord's approval or disapproval, in whole or in part, of the plan. Such notice may approve one or more commercially reasonable alternative means of completing the decommissioning or removal of an item as set forth in the proposed plan, or specify that Landlord will separate an item from the Premises. Tenant shall not be responsible for the decommissioning of waste storage areas, above-ground or underground tanks, above-ground or subterranean pipes, electrical wiring, vents, ducts, flumes, conduits, pits, pumps, sumps, catch

basins, cisterns, wells, dry wells, flooring, sub-flooring, slabs, pads or any other appurtenances or structures, whether or not affixed to the Premises, provided that this sentence shall not be construed as releasing Tenant from its general obligation to maintain the Premises (including such items) in reasonably good, clean and safe repair and condition or from its obligation to properly dispose of waste in compliance applicable Environmental Laws and in the Conduct of the Business in the Ordinary Course. Provided that Tenant uses only hazardous waste storage and management areas currently used at the Premises, Landlord shall be responsible for compliance with any hazardous waste generator closure requirements under applicable Environmental Laws affecting the Premises. Tenant shall be responsible for any new hazardous waste management areas it creates. Any incidental spillage or drippage of Materials of Environmental Concern that may occur in the course of Tenant's decommissioning of the Acquired Assets shall be considered as having occurred as part of Tenant's Conduct of the Business in the Ordinary Course.

5.3 At its cost, Tenant shall implement the decommissioning plan as approved by Landlord.

ARTICLE 6

ENVIRONMENTAL MATTERS

6.1 Landlord represents and warrants that the representations and warranties of the Landlord set forth in Sections 2.15, 2.16, 2.17 and 2.19 are true and correct as of the date of the Sale Contract, except as set forth in the Disclosure Schedule.

6.2 Tenant agrees that Tenant, its employees, licensees, invitees, agents and contractors shall not use, manufacture, release, store or dispose of on, under or about the Premises any Materials of Environmental Concern, including, without limitation, any explosives, flammable substances, radioactive materials, asbestos in any form, paint containing lead, materials containing urea formaldehyde, polychlorinated biphenyls, or any other hazardous, toxic or dangerous substances, wastes or materials, whether having such characteristics in fact or defined as such under federal, state or local laws or regulations and any amendments thereto; provided that, in order to continue operation of the Business in the Premises as contemplated by Section 1.2 of this Lease, Tenant shall have the right to continue to use (in substantially the same manner as Landlord's use in the Business as of immediately prior to the Closing, consistent with the operation of the Business for the six months prior to the Closing) at the Premises only those Materials of Environmental Concern used by Landlord in Landlord's operation of the Business in the Premises in substantially the same manner as conducted by the Seller as of immediately prior to the Closing, consistent with the operation of the Business for the six months prior to the Closing, including the use of the chemicals set forth on the chemical inventory attached hereto as **Exhibit B** in substantially the same manner as such chemicals were used by the Seller in the conduct of the Business as of the Closing ("Conduct of the Business in the Ordinary Course"), in each case to the extent permitted by applicable Environmental Laws. The determination of whether Tenant's conduct of the Business constitutes Conduct of the Business in the Ordinary Course shall be made independent of output, through-put, hours of operation or numbers of shifts run, provided that any increase (or decrease) in output, through-put, hours of operation or numbers of shifts run are a result of operation of existing process lines and equipment used as of

the Closing. Changes to operations or equipment after the Closing necessitated in order to meet government regulatory requirements shall not be considered as affecting the status of the Conduct of the Business in the Ordinary Course. Tenant shall at all times maintain a detailed list of chemical substances present on the Premises, which shall (x) include the name of such substance, the amount of such substance present on the Premises, the location thereof and Tenant's use thereof and (y) be available for inspection and copying by the Landlord at all reasonable times. Any use of Materials of Environmental Concern shall be in all respects conducted in a safe and lawful manner and without contaminating the Premises or the environment.

6.3 Tenant shall conduct its business and all activities on the Premises in full compliance, in all respects, with all applicable foreign, federal, state, provincial, or municipal statutes, rules or regulations relating to the protection of the environment or occupational health and safety ("Environmental Laws"). Without limiting the foregoing, Tenant's activities at the Premises shall be conducted in full compliance with all environmental health and safety plans, procedures and processes in effect at the Premises as of immediately prior to the Closing or alternate versions of such plans, procedures and processes that are, in fact, no less protective than the form of such plans, procedures and processes in effect as of immediately prior to the Closing. Such plans include, without limitation, those concerning use of personal protective equipment and other safety matters, and operations and maintenance plans for building systems (including environmental remedial systems). Landlord shall have continuing right of access to all such systems, at reasonable times during normal Business hours (or at such other times as Tenant shall reasonably agree), to the extent consistent with (or necessary to fulfill) its obligations under this Lease and the Sale Contract.

6.4 During the Term, there shall be no uncontained release of Materials of Environmental Concern to the Premises outside of the Conduct of the Business in the Ordinary Course. Tenant shall immediately notify the Landlord in writing of any such release, and (subject to Section 6.10) shall fully remove any such release and restore the Premises in connection with such release. This obligation is in addition to any other obligations of Tenant under this or other agreements, and under applicable law, provided that, in the event of a Designated Non-Ordinary Course Release, Section 6.10 shall control.

6.5 All Materials of Environmental Concern shall be used and stored in covered or enclosed vessels and otherwise in a manner to prevent loss of containment in connection with anticipated activities and reasonably foreseeable accidents, and in compliance with all applicable Environmental Laws. Tenant shall not alter existing manufacturing procedures and other handling procedures and processes for Materials of Environmental Concern without, on each occasion, the prior written consent of Landlord, which consent will not be withheld if the altered procedure is, in fact, no less protective of human health and the environment than the form of such procedures and processes in effect as of immediately prior to the Closing.

6.6 Tenant shall not make any structural alterations of or additions in, to or on the Premises, or initiate, perform or seek governmental approval for any Modification upon the Premises, or instigate any other person or entity to initiate any of the foregoing, without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. For purposes hereof, "Modification" shall mean (a) a change in zoning classification or land use,

(b) the construction, reconstruction, refurbishment, renovation, substantial modification, restoration, conversion, structural alteration, relocation or enlargement of any building or structure or any clearing, grading or other movement of land that, in any case, substantially disturbs the surface or subsurface, surface water or groundwater, or (c) any environmental investigation or remedial action relating to the Premises. Modifications requiring such prior approval include, but are not limited to, trenching, utility installations, disturbance of existing asphalt pavement, existing buildings, structures or improvements and any underlying soil, and installation of any wells. Tenant shall repair any damage to the Premises caused by any such activities, and agrees to indemnify Landlord from any and all liabilities, claims, costs and expenses resulting therefrom, including an exacerbation of existing conditions, except in each of the foregoing cases to the extent Tenant is expressly entitled to indemnification therefor pursuant to Section 6.1(c) or 6.1(d) of the Sale Contract. In the event that Tenant performs any Modification or any work on the Premises without first obtaining Landlord's consent as required under this paragraph, and as a result of such Modification or work, any Materials of Environmental Concern are discovered on or under the Premises (regardless of whether or not a release has occurred) or remedial obligations relating thereto are incurred by Landlord, then Tenant shall be responsible for all costs, claims, liabilities, losses and damages incurred in connection therewith.

6.7 In the event the Premises are made subject to any requirement of Environmental Laws to which the Premises are not subject to as of the date hereof (including, without limitation, corrective action requirements applicable to hazardous waste treatment, storage and disposal facilities under RCRA, 42 U.S.C. §§ 6901 to 6992k, as amended), Tenant shall be responsible for all costs and expenses of complying with such requirements solely with respect to Tenant's activities and operation of the Business on the Premises both during the Term and following the expiration of the Term or earlier termination of this Lease, until all such requirements are completely satisfied; provided, however, that the Tenant shall have no responsibility for such requirements following the expiration of the Term or earlier termination of this Lease to the extent that (i) the cessation of Tenant's activities on the Premises terminates any obligation to comply with such requirements, or (ii) the Landlord may, without cost, elect to avoid all obligations with respect to such requirements (for example, by electing to discontinue a regulated activity).

6.8 Tenant acknowledges and agrees that Landlord shall have access to the Premises for purposes of conducting environmental investigations and/or remediation of the Premises in connection Connecticut Transfer Act, Conn. Gen. Stat. §22a-134, et. seq. ("CTA") or other purposes ("Environmental Work"). Such Environmental Work may include, without limitation, conducting surveys, sampling, test borings, installation, use and maintenance of monitoring wells, posting of signage and notices, installation and use of monitoring, groundwater or soil vapor extraction wells (including the activities associated with this construction and operation), and the removal, containment, treatment, or remediation of Materials of Environmental Concern at the Premises.

(a) Tenant shall in all respects cooperate with Landlord in its performance of any Environmental Work, including, without limitation, providing space at the Premises for the installation and operation of any Systems necessary to implement such work. Landlord shall obtain all permits or approvals necessary to perform the Environmental Work. Tenant shall

allow Landlord to use existing utilities, including, without limitation, water and electrical power necessary to operate such Systems, provided, however, that Landlord shall reimburse Tenant for such utility expenses to the extent they can be reasonably ascertained. Landlord shall have exclusive control of any Environmental Work at the Premises.

(b) Tenant shall not undertake any activities that would inhibit, restrict or otherwise interfere with the ability of Landlord to perform the Environmental Work, Tenant shall not interfere with Landlord's storage and maintenance of mobile and non-mobile equipment, vehicles or other features and fixtures, including, but not limited to, ground water monitoring wells, treatment systems, engineered barriers, caps and cover systems (hereinafter, collectively "Systems") now or hereafter on or at the Premises in connection with the Environmental Work. Landlord agrees to work with Tenant to ensure that any such Systems on the Premises are at locations that minimize interference with Tenant's operations at the Premises.

(c) Tenant agrees not to construct any improvement or structure, or to plant vegetation, at the Premises that would interfere with access to any Systems installed or otherwise operated at the Premises for purposes of carrying out any Environmental Work.

(d) Tenant understands that the Premises or portions thereof may be (or may become) subject to the placement of one or more restrictive covenants, whether termed activity and use limitations, deed restrictions, deed notices, or government orders, or otherwise (collectively "Institutional Controls"), that may prohibit certain types of activities and uses of the Premises. The types of prohibited uses and activities could include, but are not limited to, residential and commercial use of the Premises or portions thereof, construction of new buildings or structures within the Premises or portions thereof; and disturbance of areas where residual constituents of concern remain in soil. In such event, the ability of Tenant to use the Premises or portions thereof for residential or commercial uses and activities may be contingent upon the success of the Environmental Work and potential risks posed by remaining constituents of concern to human health, public welfare, safety, and the environment after the Environmental Work is complete.

(e) Tenant agrees, for itself, and its successors and assigns, to execute any and all documents, instruments or certificates necessary for creation and recordation of an Environmental Land Use Restriction affecting the Premises.

6.9 Landlord shall have the right at any time to make inspections of the Premises to assess Tenant's compliance with the terms of this Lease. If Landlord, in its sole discretion, believes that the Premises or the environment has become contaminated with Materials of Environmental Concern in breach of the provisions of this Lease, Landlord, in addition to its other rights under this Lease, may enter upon the Premises for the purposes of inspecting and analyzing the same to determine whether and to what extent the Premises or the environment have become so contaminated, and Tenant shall reimburse Landlord for the costs of such inspection, sampling and analysis as well as on all costs of remediating same in compliance with all federal, state and municipal regulations. Without limiting the above, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation attorneys' fees and costs, arising out of or in any way connected with the use, manufacture, storage, or disposal of Materials of Environmental

Concern by Tenant, its employees, agents, invitees, licensees or contractors on, under or about the Premises, including without limitation the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans in connection herewith, except in each case to the extent Tenant is expressly entitled to indemnification therefor pursuant to Section 6.1(c) or 6.1(d) of the Sale Contract. The indemnity obligations of Tenant under this Article 6 shall survive any expiration or earlier termination of this Lease.

6.10 Notwithstanding anything to the contrary herein, Tenant's obligations with respect to any Designated Non-Ordinary Course Release shall be limited as follows: In the event Tenant shall cause or permit a Designated Non-Ordinary Course Release, Tenant shall give notice of same to Landlord as well as any Governmental Entity as required by applicable Environmental Law. Tenant shall promptly excavate and remove any soils impacted by such Designated Non-Ordinary Course Release down to the seasonal high water table; Tenant shall thereupon dispose of such excavated soils in compliance with applicable Environmental Law. Confirmation sampling provided to Landlord following removal of such soils by Tenant's Licensed Environmental Professional ("LEP") (which confirmation sampling shall be certified by Tenant's LEP as satisfying applicable Remediation Standards Regulations, §22a-133k-1, et seq., of the Regulations of Connecticut State Agencies, shall be conclusive evidence that the soils impacted by the Designated Non-Ordinary Course Release have been adequately remediated. Tenant shall have no obligation as to the impacts of such Designated Non-Ordinary Course Release upon groundwater; provided, however:

(a) in the event such Designated Non-Ordinary Course Release results in the presence of a liquid Material of Environmental Concern in a separate liquid phase (a "Free Product") that impacts groundwater, Tenant shall arrange to undertake the removal of such Free Product to the maximum extent practicable. Tenant shall in no event have any obligation to Landlord for the long term monitoring of groundwater at the Premises as ground water at the Premises are presumed to have already been impacted by Materials of Environmental Concern; and

(b) to the extent that a Designated Non-Ordinary Course Release occurs or comes to be located on a reasonably impermeable surface within a building or upon a concrete pad or upon paving, Tenant shall not be obligated to investigate for any potentially impacted soil but shall fully remove substantially all visible evidence of such release by sweeping, application of speedy-dry, power washing and/or vacuuming so as to substantially restore the Premises in connection with such Designated Non-Ordinary Course Release. Tenant shall further decontaminate the surface to the extent required by applicable Environmental Law.

ARTICLE 7

ALTERATIONS

Tenant shall not make any alterations, additions or improvements ("Alterations") to the Premises without, in each instance, first obtaining the prior written consent of Landlord. Notwithstanding the immediately preceding sentence, Landlord shall not unreasonably withhold or delay its consent to Alterations, subject to Article 6, which are not: (i) structural; (ii) building system-related; (iii) visible from the exterior of the Premises; or (iv) of a nature which, in

Landlord's sole judgment, would adversely impact the value of the Premises. Any alterations, additions or improvements to the Premises shall be completed under the supervision of a licensed engineer or architect whose plans and proposals shall be submitted to Landlord in writing in addition to any municipal or regulatory entity. Tenant shall be solely responsible for any and all costs associated with any proposed and/or completed alterations, renovations, additions or improvements to the Premises or any portion thereof.

ARTICLE 8

FIXTURES AND PERSONAL PROPERTY

Any trade fixtures, business equipment, inventory, trademarked items, signs, and other removable personal property installed in or on the Premises by Tenant at its expense or included in the Acquired Assets ("Tenant's Property", which, for the avoidance of doubt, excludes the Excluded Assets) shall remain the property of the Tenant. Tenant's Property includes, without limitation, all ovens, tanks, mixing vessels, and other pieces of manufacturing equipment within the Premises, except in each case for Excluded Assets. Landlord agrees that Tenant shall have: (y) the right, at any time or from time to time, to remove any and all of Tenant's Property; and (z) the affirmative obligation to remove all of Tenant's Property (so long as same will not impair the structural integrity or architectural appearance of the Premises nor render the Premises in violation of any municipal and/or governmental regulations) at the expiration or earlier termination of this Lease, subject to the procedures in Section 6.6 and Article 5 above, as applicable. Tenant, at its sole cost and expense, shall immediately and reasonably repair any and all damage occasioned by the removal of Tenant's Property.

ARTICLE 9

LIENS

Tenant shall not cause or permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic or laborer of Tenant or material supplied by a materialman to, Tenant which might be, or become, a lien or encumbrance or charge upon the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be filed against the Premises, Tenant shall, within ten (10) days after receiving notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond. Furthermore, Tenant shall defend, indemnify and hold harmless the Landlord against and from any and all liability, claim of liability or expense (including, but not limited to attorneys' fees) incurred by the Landlord on account of any such lien or claim.

ARTICLE 10

LAWS AND ORDINANCES

Tenant shall comply with all laws, ordinances, orders and regulations regarding the use and occupancy of the Premises and the cleanliness, safety and/or operation thereof. Tenant

agrees to comply with all regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to the Premises.

ARTICLE 11

UTILITIES AND SERVICES

Tenant shall be responsible for arranging and paying for the provision of any and all utilities and services which are necessary or desirable for the operation of its business at the Premises. Tenant shall contract directly with the municipal agencies or utility companies providing such utility services and other services and shall pay all fees and charges for all such services at the time due without incurring any late charges or interest. The Landlord shall have no liability to the Tenant on account of any failure, modification or interruption of electricity, water, gas, sewer, stormwater or other utility or HVAC or other service to, from or at the Premises.

ARTICLE 12

DAMAGE TO PREMISES

If the Premises is damaged by fire or other casualty during the Term, Tenant shall restore the Premises with reasonable promptness, taking into account the time required by the Tenant to procure insurance proceeds from its insurer, to substantially the same condition as existed immediately before such casualty. Tenant shall further be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by the Tenant. Anything contained in any provision of this Lease to the contrary notwithstanding, no such damage or destruction to the Premises shall entitle the Tenant to an abatement of rent hereunder, the Tenant being obligated to recover the amount of any rent obligations during periods in which the Premises is wholly or partially untenable from Tenant's business interruption or other insurance.

ARTICLE 13

INSURANCE

13.1 Throughout the Term, Tenant shall maintain (1) commercial general liability insurance, includes blanket contractual liability and broad form property damage liability coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, (2) worker's compensation insurance in statutory limits and employer's liability insurance, (3) umbrella excess liability insurance, in excess of all other insurance, having limits of not less than \$5,000,000, and (4) all-risk property insurance covering all of Tenant's Property up to the replacement value of such property. Each liability insurance policy described above (except employer's liability policies) shall name Landlord as an additional insured. All such policies shall (i) be issued by insurers licensed to do business in the state in which the Premises is located, (ii) be of financial standing satisfactory to Landlord in its reasonable discretion, (iii) be primary without right of contribution from any of Landlord's insurance, (iv) be written on an occurrence (and not claims-made) basis, and (v) be uncancellable without at least 30 days' prior

written notice to the Landlord. At least ten (10) days before commencement of the Term (or, if earlier, the date Tenant first enters into the Premises for any reason), Tenant shall deliver to the Landlord certificates of insurance satisfactory to Landlord for each such policy required above. Within ten (10) days after any such policy expires, Tenant shall deliver to the Landlord a certificate of renewal evidencing replacement of the policy. Tenant shall have sole responsibility for payment of all deductibles under each such policy.

13.2 Landlord agrees that it shall not have any right, title or interest in and to Tenant's property insurance covering Tenant's Property located on or within the Premises or any proceeds therefrom.

13.3 During the Term (and subject to Section 18 below), Landlord, at Landlord's sole cost and expense, shall maintain an all-risk or fire and extended coverage insurance policy upon the Premises structures (but not on Tenant's Property) in an amount equal to the full replacement value thereof, which policy shall name Tenant as an additional insured. Landlord shall have sole responsibility for payment of all deductibles under such policy.

13.4 Tenant covenants and agrees that Landlord shall not be liable to Tenant for loss or injury due to casualty, except in cases of loss or injury caused by negligence of Landlord or its contractors, agents, employees, invitees or licensees or any visitor to or occupant of the Property. Tenant further agrees that Tenant will cause its policies of insurance to be so written as to permit a waiver of subrogation.

13.5 Landlord covenants and agrees that Tenant shall not be liable to Landlord for loss or injury due to casualty, except in cases of loss or injury caused by negligence of Tenant or its contractors, agents, employees, invitees or licensees or any visitor to or occupant of the Property. Landlord further agrees that Landlord will cause its policies of insurance to be so written as to permit a waiver of subrogation.

ARTICLE 14

INDEMNIFICATION

Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorney's fees, arising from Tenant's use of the Premises, or from any act permitted, or any omission to act, in or about the Premises by Tenant or its agents, employees or contractors, provided, however, the parties expressly agree that the Tenant shall have no liability to Landlord for (i) any Retained Environmental Liability, (ii) any Designated Non-Ordinary Course Release effective upon Tenant's completion of its obligations under Section 6.10 above, (iii) any MEC Exposure Liability or (iv) any liability to the extent caused by any breach or default by Landlord of this Lease. In the event any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant shall defend the same at Tenant's sole expense by counsel, selected by Landlord, but reasonably acceptable to Tenant. The obligations of Tenant under this Article 14 shall survive any expiration or earlier termination of this Lease.

ARTICLE 15

ASSIGNMENT, SUBLETTING AND OWNERSHIP

15.1 Any assignment by Tenant of this Lease or its rights hereunder, any subletting of the Premises and any license, mortgage, pledge or other transfer of any part of the Premises or any of Tenant's interests therein or under this Lease shall all be referred to hereinafter as a "Transfer." Furthermore, the sale, assignment or other transfer of any direct or indirect controlling interest in the Tenant (if a corporation), the sale, assignment or other transfer of any general partnership interest in Tenant (if a partnership), the sale, assignment or other transfer of any managing membership interest in Tenant (if a limited liability company), the sale of substantially all of Tenant's assets, and the merger or consolidation of Tenant into another organization or the reorganization or dissolution of Tenant, after which Tenant shall not be the surviving corporation or partnership, shall each be considered a "Transfer" for the purposes of this Lease.

15.2 Tenant shall not have the right to Transfer this Lease or the Premises.

15.3 No Transfer of any kind shall serve to relieve or release the Tenant in any way from full and direct liability for the timely performance of all of the Tenant's duties and obligations under this Lease.

15.4 Landlord shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Premises, in which event Landlord shall be released from all duties, obligations and liabilities arising hereunder after the assignment or transfer becomes effective (provided such transferee or assignee shall be bound by the prospective terms, covenants and agreements herein contained, and shall expressly assume and agree to perform such prospective covenants and agreements).

ARTICLE 16

ACCESS TO PREMISES

Without limiting Landlord's rights under Article 6 of this Lease, Landlord and its agents and contractors shall be entitled to enter the Premises at any time upon reasonable prior notice to the Tenant (a) to inspect the Premises, (b) to exhibit the Premises to any existing or prospective purchaser, tenant or mortgagee thereof, (c) to make any alteration, improvement or repair to the Building or the Premises, or (d) for any other purpose relating to the operation or maintenance of the Property, all provided that the Landlord shall (1) give the Tenant at least 24 hours' prior notice of its intention to enter the Premises (unless doing so is impractical or unreasonable because of emergency), and (2) use reasonable efforts to avoid interfering with the Tenant's use and enjoyment thereof.

ARTICLE 17

DEFAULTS, REMEDIES AND DAMAGES

17.1 The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant (herein, an "Event of Default"):

(a) Any failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder within five (5) days after receipt of written notice of delinquency from the Landlord; and

(b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by the Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, except that this thirty (30) day period shall be extended for an additional thirty (30) days if the alleged default is not reasonably capable of cure within said thirty (30) day period and Tenant has previously commenced and thereafter proceeds diligently and in good faith to cure the default.

(c) If the Tenant (1) applies for or consents to the appointment of a receiver, trustee or liquidator of the Tenant or of all or a substantial part of its assets, (2) is subject to a petition in bankruptcy or admits in writing its inability to pay its debts as they come due, (3) makes an assignment for the benefit of its creditors, (4) files a petition in bankruptcy or an answer seeking a reorganization or an arrangement with creditors, or seeks to take advantage of any insolvency law, (5) performs any other act of bankruptcy, or (6) files an answer admitting the material allegations of a petition filed against the Tenant in any bankruptcy, reorganization or insolvency proceeding.

17.2 Upon the occurrence of any Event of Default, the Landlord may take any or all of the following actions:

(a) Perform on behalf of and at the expense of Tenant any obligation of Tenant under this Lease which Tenant has failed to perform, without prior notice to Tenant, the total cost of which by Landlord, together with interest thereon at the rate of 12% per annum from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand;

(b) With or without terminating this Lease and the tenancy created hereby, re-enter the Premises with or without court action or summary proceedings, remove Tenant, secure the Premises against unauthorized entry, and allow Tenant supervised access to the Premises to remove those items belonging to Tenant which are not the subject of a security interest by Landlord, all without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;

(c) With or without terminating this Lease, and from time to time, make such improvements, alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof upon such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions (which may include concessions, free rent and/or improvements) as Landlord in its

sole discretion may deem advisable; and, upon each such reletting, all rentals received by Landlord shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, second, to the payment of all costs and expenses of such reletting (including but not limited to brokerage fees, attorneys' fees and costs of improvements, alterations and repairs), third, to the payment of all Rent due and unpaid hereunder, and the balance, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder;

(d) Sell at public or private sale all or any part of the fixtures, equipment, inventory and other property belonging to Tenant and in which the Landlord has a lien by grant from Tenant, statute or otherwise, at which sale Landlord shall have the right to become the purchaser upon being the highest bidder, and apply the proceeds of such sale, first, to the payment of all costs and expenses of seizing and storing such property and conducting the sale (including all attorneys' fees), second, toward the payment of any indebtedness, including (without limitation) that for Rent, which may be or may become due from Tenant to Landlord, and, third, to pay Tenant any surplus remaining after all indebtedness of Tenant to Landlord including expenses has been fully paid in addition to any attorney's fees and costs resulting therefrom;

(e) Enforce any provision of the Lease or any other agreement between the parties by injunction, temporary restraining order or other similar equitable remedy, to which the Tenant hereby expressly consents and agrees; and/or

(f) Exercise any other legal or equitable right or remedy which it may have by law or otherwise.

No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction, provided that Landlord may elect to terminate this Lease at any time following the occurrence of any Event of Default effective upon notice thereof to Tenant. Notwithstanding that Landlord may have re-leased the Premises without termination, Landlord may at anytime thereafter elect to terminate this Lease for any previous default. If the Premises or any part thereof is re-leased, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting. No action taken by the Landlord under the provisions of this section shall operate as a waiver of any right which the Landlord would otherwise have against the Tenant for the Rent hereby reserved or otherwise, and the Tenant shall at all times remain responsible to the Landlord for any loss and/or damage suffered by the Landlord by reason of any Event of Default.

17.3 Upon any Event of Default or termination of this Lease, Tenant shall remain liable to the Landlord for the following amounts: (a) any Rent of any kind whatsoever which may have become due with respect to the period in the Term which has already expired, (b) any rental abatements or other free-rent concessions extended to Tenant under the Lease, (c) all Rent which becomes due during the remainder of the Term, (d) all costs, fees and expenses incurred by Landlord in leasing the Premises to others from time to time, including but not limited to

leasing commissions, construction and other build-out costs, design and permitting costs and the like, and (e) all costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including but not limited to attorneys' fees and court costs. All such amounts shall be due and payable immediately upon demand by Landlord and shall bear interest at 12% per annum until paid. Furthermore, at Landlord's option, Tenant shall be obligated to pay, in lieu of item (c) above in this Section 17.3, an amount (the "Substitute Amount") which is equal to the present value of all Rent which would become due during the remainder of the Term, including all Additional Rent which shall be deemed to continue and increase over such remainder of the Term at the average rate of increase occurring over the then-expired portion of the Term, with such present value to be determined by discounting at an annual rate of interest which is equal to the bond-equivalent yield for the most recent auction of U.S. Treasury Bills with a 1-year maturity. Provided that the Substitute Amount is actually paid in full to Landlord and the Premises are surrendered by Tenant, Landlord shall affirmatively list the Premises with its broker as available for lease (to the extent Landlord's contract with such broker does not already apply to all vacant space at the Building), and Tenant shall receive a reduction and reimbursement of all such amounts which is equal to the amount of any rent actually received from others to whom the Premises may be rented during the remainder of the original Term. Tenant and Landlord acknowledge and agree that payment to Landlord of the foregoing Substitute Amount, together with the corresponding reduction by reimbursement to Tenant of any rent paid by substitute tenants, are a reasonable forecast of the actual damages which will be suffered by Landlord in case of an Event of Default by Tenant, which actual damages are otherwise difficult or impossible to ascertain, and therefore such payment and reimbursement together constitute liquidated damages and not a penalty. Any suit or action brought by Landlord to collect any such liquidated damages shall not in any manner prejudice any other rights or remedies of Landlord hereunder.

ARTICLE 18

RENT TO BE NET TO LANDLORD; ADDITIONAL RENT

It is the intention and agreement of the parties that the Base Rent payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the net annual Base Rent specified herein during the Term of this Lease, and that all taxes (including, without limitation, Real Estate Taxes), assessment, insurance costs and premiums and all other costs and charges of every kind and nature relating to the Premises which may arise or become due during or as a result of the Term of this Lease shall be paid by Tenant, and that Landlord shall be indemnified and saved harmless by Tenant from and against same, except to the extent Tenant is entitled to indemnification therefor pursuant to Section 6.1(c) or 6.1(d) of the Sale Contract and except that Tenant shall not be responsible for reimbursing Landlord with respect to any Landlord Maintenance Obligation. All such sums required to be paid by Tenant shall be referred to herein as "Additional Rent." All Base Rent and Additional Rent hereunder are sometimes collectively referred to as "Rent" herein. All Additional Rent shall be payable by Tenant with respect to each year (or part thereof) during the Term, at the option of Landlord, either within ten (10) days after delivery by Landlord to Tenant of an invoice therefor or in monthly installments according to Landlord's estimates and together with Tenant's payments of Base Rent; in the latter case, such estimates shall be compared with the costs of all such Additional Rent actually incurred and adjusted (with Landlord to refund any overpayment or Tenant to pay any shortfall) within 30

days after the end of each such year. Each such payment of Additional Rent shall be made promptly when due, without any demand, deduction or setoff whatsoever at the place directed by Landlord. Without limiting the generality of the foregoing, Tenant agrees to pay, when and as due without delinquency, any state sales tax or any other similar tax, payable on all rent (whether Base Rent, Additional Rent, or other charges) provided in this Lease.

ARTICLE 19

SURRENDER OF PREMISES

Tenant shall, upon the expiration of the Term, or any earlier termination of this Lease pursuant to the terms of this Lease, surrender to Landlord the Premises in good condition, ordinary wear and tear excepted, and all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Premises, other than Tenant's Property which shall remain the property of Tenant as provided in Article 8 hereof.

ARTICLE 20

EMINENT DOMAIN

20.1 In the event that any material portion of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasipublic authority, then at the election of Tenant or Landlord, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. Notice of any termination relating to such eminent domain proceeding must be made within sixty (60) days after receipt of written notice of such taking.

20.2 If this Lease is terminated as hereinabove provided, all items of Rent and other charges for the last month of Tenant's occupancy shall be prorated and Landlord agrees to refund to Tenant any Rent, or other charges paid in advance, subject to Landlord's right to apply any such amounts against any rental or other amounts owing from Tenant to Landlord hereunder.

20.3 If neither party elects to so terminate this Lease, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken as herein provided, and Tenant shall, at Tenant's sole cost and expense and as soon as reasonably possible, restore the remaining portion of the Premises to a complete unit of like quality and character as existed prior to such appropriation or taking, and thereafter all Rent and payment obligations of Tenant shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. For the purpose of this Article 20, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

20.4 If any or all of the Premises are so taken, the Landlord shall be entitled to collect from the condemning authority thereunder the entire amount of any award or consideration for such conveyance, without deduction therefrom for any leasehold or other estate held by the Tenant under this Lease. The Landlord shall be entitled to conduct any condemnation proceeding and any settlement connected therewith free of interference from the Tenant, and the

Tenant hereby waives any right which it has to participate therein. However, the Tenant may seek, in a separate proceeding, a separate award on account of any damages or costs incurred by the Tenant as a result of any such taking, so long as such separate award in no way diminishes any award or payment which the Landlord would otherwise receive as a result of such taking.

ARTICLE 21

ATTORNEYS' FEES; WAIVER OF JURY TRIAL

In the event that at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for reasonable attorneys' fees and disbursements incurred therein by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post-judgment proceedings. All parties hereto, both Landlord and Tenant (and any guarantors of this Lease), hereby release and waive any and all rights provided by law to a trial by jury in any court or other legal proceeding initiated to enforce the terms of this Lease, involving any such parties, or connected in any other manner with this Lease.

ARTICLE 22

NOTICES

Any notice or request under this Lease shall be given at such party's address set forth below or at such other address as such party may hereafter specify in a notice given in the manner required in this Article 22. Any notice or request hereunder shall be given only by, and shall be deemed to have been received upon: (a) registered or certified mail, return receipt requested, on the date on which such received as indicated in such return receipt, (b) delivery by a nationally recognized overnight courier, one (1) business day after deposit with such courier, or (c) facsimile or electronic transmission, in each case upon telephone or further electronic communication from the recipient acknowledging receipt (whether automatic or manual from recipient), as applicable.

If to the Tenant:

Fastenal Company
2001 Theurer Boulevard
Winona, MN 55987
Telecopy: +1 507 494 7767
Attention: General Counsel

Copy to:

Fastenal Company
2001 Theurer Blvd.
Winona, MN 55987
Telecopy: +1 507 453-8483
Attention: Dana Johnson

If to the Landlord:

Holo-Krome Company
c/o Danaher Corporation
2099 Pennsylvania Avenue, NW
12th Floor
Washington, DC 20006
Telecopy: +1 202 419 7668
Attention: Chief Counsel, M&A

Copy to:

WilmerHale
1875 Pennsylvania Avenue, NW
Washington, DC 20006
Telecopy: +1 202 663 6363
Attention: Mark A. Dewire, Esq.

ARTICLE 23

REMEDIES CUMULATIVE

All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

ARTICLE 24

SUCCESSORS AND ASSIGNS

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE 25

WAIVER

The failure of either Landlord or Tenant to enforce any of the terms, covenants, conditions and agreements of this Lease shall not be deemed a waiver of its rights hereunder.

ARTICLE 26

HOLDING OVER

If Tenant or any party claiming under Tenant remains in possession of the Premises or any part thereof after any termination or expiration of this Lease, Landlord, in Landlord's sole discretion, may treat such holdover as an automatic renewal of this Lease for a month-to-month tenancy subject to all the terms and conditions provided herein, except that the Base Rent payable during the period of such occupancy shall be equal to two (2) times the amount of all Base Rent which was last in effect during the Term. Nothing in the foregoing shall be deemed in any way to limit or impair the Landlord's right to immediately evict the Tenant or exercise its other rights and remedies under the provisions of this Lease or applicable law, including the collection of consequential and other damages, on account of the Tenant's occupancy of the Premises without having obtained Landlord's prior consent.

ARTICLE 27

INTERPRETATION

The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

ARTICLE 28

COVENANT OF QUIET ENJOYMENT

Tenant or any permitted assignee or subtenant of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises during the Term.

ARTICLE 29

ESTOPPEL

The Tenant shall from time to time, within ten (10) days after written request by the Landlord or any mortgagee, execute, acknowledge and deliver to the Landlord (or, at the Landlord's request, to any existing or prospective purchaser, assignee or mortgagee) a written certification (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification, stating the nature of such modification), (b) as to the dates to which the Base Rent and any Additional Rent and other charges arising hereunder have been paid, (c) as to the amount of any prepaid Rent or any credit due to the Tenant hereunder, (d) that the Tenant has accepted possession of the Premises and all improvements thereto are as required hereunder, and the date on which the Term commenced, (e) as to whether, to the best knowledge, information and belief of the Tenant, the Landlord or the Tenant is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default), and (f) as to any other fact or condition reasonably requested by the Landlord or such other party. Any such certificate may be relied upon by the Landlord and any such other party to whom the certificate is directed.

ARTICLE 30

SEVERABILITY

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

ARTICLE 31

GOVERNING LAW AND VENUE

This Lease shall be governed by the laws of the state in which the Premises is located.

ARTICLE 32

TIME OF THE ESSENCE

Time shall be of the essence in interpreting the provisions of this Lease.

ARTICLE 33

ENTIRE AGREEMENT

This Lease, together with the relevant portions of the Sale Contract, contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any such purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

ARTICLE 34

SUBORDINATION

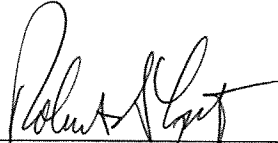
This Lease shall be subject and subordinate to the lien, operation and effect of each mortgage, deed of trust, ground lease and/or other similar instrument covering any or all of the Premises, and each renewal, modification or extension thereof (each of which referred to as a "Mortgage"), all automatically and without the necessity of any further action by either party hereto, provided, however, that in the event the beneficiary under any such Mortgage (referred to as a "Mortgagee") succeeds to the interest of Landlord hereunder through foreclosure or otherwise, such Mortgagee shall honor this Lease and not disturb Tenant in its possession of the Premises except upon an Event of Default. In addition, Tenant shall attorn to any such Mortgagee and agrees that such Mortgagee shall not be liable to Tenant for any defaults by Landlord under this Lease or for any other event occurring prior to such Mortgagee's succeeding to the interest of Landlord hereunder. The Tenant shall, within ten (10) days after request by the Landlord or any Mortgagee, execute, acknowledge and deliver such further instrument as is requested by Landlord or any Mortgagee to acknowledge the rights of the parties described in this Article 34 and providing such other information and certifications as is reasonably requested. Any Mortgagee may at any time subordinate the lien of its Mortgage to the operation and effect of this Lease without obtaining the Tenant's consent thereto, in which event this Lease shall be deemed to be senior to such Mortgage without regard to their respective dates of execution, delivery and/or recordation among the land records of the jurisdiction in which the Property is located.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.

LANDLORD

HOLO-KROME COMPANY

By: 

Name: ROBERT S. LUTZ

Title: President

TENANT

FASTENAL COMPANY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.

LANDLORD

HOLO-KROME COMPANY

By: _____

Name: _____

Title: _____

TENANT

FASTENAL COMPANY

By: Daniel L. Floress

Name: Daniel L. Floress

Title: Executive VP and CFO

Janice A. Tyler
Notary Public, District of Columbia
My Commission Expires 3/14/2013

State of Washington, D.C.)
) SS:
County of _____)

On this 16 day of December, 2009, before me, the undersigned Notary Public in and for said County and State, personally appeared Robert Lutz, President of HOLO-KROME COMPANY, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public Janice A. Tyler

My commission expires: 03/14/2013

District of Columbia : SS
I have read and Sworn to before me
16 day of December, 2009

Janice A. Tyler
Janice A. Tyler, Notary Public, D.C.
My commission expires March 14, 2013

State of _____)
) SS:
County of _____)

On this _____ day of _____ 2009, before me, the undersigned Notary Public in and for said County and State, personally appeared _____, _____ of FASTENAL COMPANY, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My commission expires:

State of _____)
) SS:
County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public in and for said County and State, personally appeared _____, _____ of HOLO-KROME COMPANY, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My commission expires:

State of MINN)
) SS:
County of WINONA)

On this 17 day of December 2009, before me, the undersigned Notary Public in and for said County and State, personally appeared Daniel Fogness, Executive VP/COO of FASTENAL COMPANY, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

Valerie L. Grukowski

My commission expires:

1-31-2011

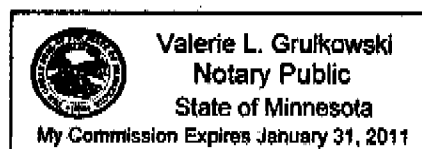


EXHIBIT A

Premises

BEGINNING AT A POINT IN THE EAST STREET LINE OF NEWINGTON ROAD AT THE NORTH CORNER OF LAND NOW OR FORMERLY JOAO AND FERNANDA MADERIA AND THE WEST CORNER OF SUBJECT PARCEL; THENCE N36°23'40"E IN THE EAST STREET LINE OF NEWINGTON ROAD, 135.00 FEET TO A POINT; THENCE S53°59'35"E ALONG LAND NOW OR FORMERLY ZABELLES HARTUNIAN, 200.00 FEET TO A POINT; THENCE N36°20'17"E ALONG OTHER LAND OF SAID ZABELLES HARTUNIAN AND LAND NOW OR FORMERLY FRANCIS P. DERWIN et al AND LAND NOW OR FORMERLY SALLY C. KOEHLER et al PARTLY BY EACH, 180.00 FEET TO A POINT; THENCE S54°08'23"E, 275.19 FEET TO A POINT; THENCE S53°22'20"E, 713.56 FEET TO A POINT, THE TWO PRECEDING COURSES BEING ALONG LAND NOW OR FORMERLY JACOBS MANUFACTURING, INC.; THENCE S44°26'40"W, 379.62 FEET TO A POINT; THENCE S44°26'40"W, 340.00 FEET TO A POINT, THE THREE PRECEDING COURSES BEING ALONG LAND NOW OR FORMERLY PENN CENTRAL RAILROAD CO.; THENCE N82°10'20"W ALONG OTHER LAND OF SAID PENN CENTRAL RAILROAD CO. AND LAND NOW OR FORMERLY THE BLAND NICHOLAS CO. PARTLY BY EACH 65.78 FEET TO A POINT; THENCE N53°44'20"W, 95.65 FEET TO A POINT; THENCE N78°18'20"W, 274.43 FEET TO A POINT; THENCE N09°16'08"E, 190.59 FEET TO A POINT, THE THREE PRECEDING COURSES BEING ALONG OTHER LAND OF SAID BLAND NICHOLAS CO.; THENCE N53°36'20"W ALONG LAND OF SAID BLAND NICHOLAS CO., LAND NOW OR FORMERLY WALTER J. YALARSKI AND LAND NOW OR FORMERLY TOWN OF WEST HARTFORD PARTLY BY EACH, 140.70 FEET TO A POINT; THENCE N36°23'40"E CROSSING BROOK STREET AND ALONG LAND NOW OR FORMERLY CHRISTIAN PETERSON AND SONS, INC., PARTLY BY EACH, 359.10 FEET TO A POINT; THENCE N64°09'15"W ALONG OTHER LAND OF SAID CHRISTIAN PETERSON AND SONS, INC. AND LAND NOW OR FORMERLY LOUIS K. WELCH et al PARTLY BY EACH, 279.73 FEET TO A POINT; THENCE N36°23'40"E, 62.11 FEET TO A POINT; THENCE N53°36'20"W, 200.00 FEET TO THE POINT OF BEGINNING, THE TWO PRECEDING COURSES BEING ALONG LAND NOW OR FORMERLY JOAO AND FERNANDA MADERIA.

Together with Easements Parcels contained in those certain instruments recorded in Volume 254 at Page 124 of the West Hartford Land Records and Volume 302 at Page 99 of the West Hartford Land Records.

EXHIBIT B

Chemical Inventory

Product	Where used	Container Size	# of cont. in house	AVG Weekly
ADV.IND.SOLUTIONS				
bpowellais@msn.com 214.636.8471 (brian powell)	NUTDRIVERS			
CU-107 Vibe Acid	vibe- dephos	330 gallon	1 full / 1 partial	
RI-312 Rust preventative/burnish	vibe- dephos	55 gallon	1 full / 1 partial	
CHEM CENTRAL DETROIT/CARCO				
Carco red marking fluid 1000l red	Gray team	5 gallon	2-5 gallon	
CHEM STATION				
Chem Station 5053 cleaner	plant	bulk	200-1000 Gal	
CHEM TREAT				
BL-129	Boiler	55 gallon	1 partial	
CL-1459	cooling/water treatment	35 gallon	1 partial	
CL-49 Fungicide	cooling/water treatment	35 gallon	1 partial	
FUCHS				
800.243.4364 - Ariba catalog -no phone in				
Renolin 22	Fastener Plant	55 gallon	2 full / 1 partial	0
Ecocut 415 (Renocut 415)	Fastener Plant	55 gallon	2 full / 1 partial	16 GAL
Ecocut 462 (Renocut 462)	Fastener Plant	55 gallon	2 full / 1 partial	12 GAL
Renoform 5850 4 DRUM MIN>	Fastener Plant	55 gallon	2 full / 2 partial	24 GAL
Renoclean CS234	Fastener Plant	55 gallon	3 full	22 GAL
Ecocool L215B*formerly Ratak MK	Fastener Plant	55 gallon	1 full / 2 partial	6GAL
Ecocool S PT85 BLUE (Renokool PT85)	Fastener Plant	55 gallon	1 full / 2 partial	6 GAL
Renolin WL68(Renep WL68)	Fastener Plant	55 gallon	1 full / 1 partial	3 GAL
Ecocool SYN9001	Fastener Plant	55 gallon	1 full / 1 partial	3 GAL
Renolit UNIWRL 2 120lb drum	Fastener Plant	120 lb drum	1 full / 1 partial	6 /#
Titan MP SAE80W-90 gear oil (5gallon)	Nedscroef & HT	5 gallon	2 full / 1 partial	18 GAL

Product	Where used	Container	# of cont.	AVG
Ecocool SYN 430	Fastener Plant	55 gallon	1 full / 1 partial	10 GAL
Dexton III	Fastener Plant	55 gallon	1 partial	0
Anticorrit SV98BOSX79040	Fastener Plant	55 gallon	1 full / 1 partial	6 GAL
E.F.HOUGHTON				
888.459.9844 cust#32207201 CREDIT CARD				
Cerfa Clean 5380	furnace/heat treat	275/gal tote	1 full / 1 partial	46 GAL
HUBBARD HALL				
800.648.3412 #2				
Metal Guard 310 (rp oil)	Furnace	330 gal/tote	1 partial	
Sod.Hydroxide 50%liq.caustic	Dephose/wtt	2720/lb tote	1 full / 1 partial	
Aqua Ease One Step	Furnace	220 gal/tote	1 full / 1 partial	
P005M cleaner	Black Team	400#/drum	1 partial	
Aqua Pure I300	Waste treatment	55 gallon	1 full / 1 partial	
Aqua Pure P601	Waste treatment	525# drum	1 full / 1 partial	
Sulfuric Acid	Waste treatment	55 gallon	1 full / 1 partial	
J-TECH				
Sue or Jay Pietro/ 860.653.3113				
Tru Temp RPL (replenisher)	black oxide	55 gallon	2 full / 1 partial	18 GAL
Oxyprime powder(1skid+36x40lb buckets)	black oxide	1440lbx @3.80	10 full	169#
Soak 101	black oxide	400 lb	1 partial	22#
MKP (make up)	black oxide	55 gallon	4 full	30 GAL
Sheath Oil WS12 RP oil	black oxide	55 gallon	1 full	9 GAL
KASDEN				
289-5431 / Leroy in bulk ordering				
Kerosene	Fastener plant	bulk tank	1 to 300 gallons	
MAGNAFLUX				
Magnaglo 14AM	QC	5 gallon	3-5 gallon	
METAL WORKING LUBRICANTS				
MetForge CSP 6-B	Fastener Plant	55 gallon	1 partial	
NATIONAL EXPOSURE TESTING				
5% Salt Spray Solution	QC	55 gallon	1 partial	
20% Salt Spray Solution	QC	55 gallon	1 partial	
RICHARDS APEX				
215.487.1110				

Product	Where used	Container	# of cont.	AVG
EPM CMPD drawing compound	Silver & Orange	5 gallon/47lb	10-15 gallons	5 #
ROSEMILL COMPANY				
860.232.9990				
Molybdenum disulfide superfine	Silver	25 lb/5 gallon	5-10 gallons	
SCALES AIR COMPRESSOR				
203.630.555				
SYN460 /Compressor Oil	compressors	55 gallon	1 full	0
STANCHEM				
66x3157-31 lacquer primer	Gray team	5 gallon	2-5 gallon	
80x0597 thinner	Gray team	5 gallon	2-5 gallon	
ToTal LUBRICANTS				
<u>margaret.parker@total-us.com</u>				
800.323.3198				
Azolla ZS32 Lubricant	Fastener plant	55 gallon	2 full / 1 partial	3 GAL
Drosera MS220 way lube	Fastener plant	55 gallon	1 full / 1 partial	9 GAL
Drasta 101 Quench	Heat Treat	BULK		
Vulsol 5000S & 3000 TRIAL	Fastener plant	55 gallon	1 full of each	3 GAL
Martol 235S	Fastener plant	55 gallon	2 full / 1 partial	
Cirkan RO 150 (replaces Renolin 150)	Fastener plant	55 gallon	3 full / 1 partial	
ZEP				
ZEP143	Plant/cleaner	55 gallon	1 full / 1 partial	
MISC				
Simple Green Cleaner	Plant/cleaner	5 gallon	3- 5 gallon	
CHEMICALS ON PREMISES BUT NO LONGER USED				
HUBBARD HALL				
WILL BE OUT OF BUILDING				
PRIOR TO 12/31/09				
Mi-Phos-Z10 (zinc phosphate)	BCC	3200lb/tote	1 full / 1 partil	
Aqua Ease PL731 (soap)	BCC	275 gal/tote	1 full / 1 partil	
PDT2000 Black Magic (acid)	BCC	220 gal/tote	1 full / 1 partil	
TECAPRINT				
856 cleaner	Hex/ going	5 gallon	1 - 5 gallon	
ZEP				
IronClase	Hex / going	5 gallon	1 - 5 gallon	

**OFFICER'S CERTIFICATE
OF
HOLO-KROME COMPANY**

December 18, 2009

This certificate is being executed and delivered pursuant to Section 5.1(b) of the Purchase and Sale Agreement, dated as of December 9, 2009 (the "Agreement"), by and among Holo-Krome Company, a Delaware corporation (the "Seller"), Fastenal Company, a Minnesota corporation (the "Buyer"), and Danaher Corporation, a Delaware corporation.

Pursuant to Section 5.1(b) of the Agreement, the undersigned officer of the Seller hereby certifies to the Buyer that the Seller has performed or complied with its agreements and covenants required to be performed or complied with by it under the Agreement as of or prior to the date hereof in all material respects.

Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

HOLO-KROME COMPANY

By: Frank T. McFaden

Name: FRANK T. McFADEN

Title: VP & TREASURER

[Signature Page to Seller Officer's Certificate]

OFFICER'S CERTIFICATE

OF

FASTENAL COMPANY

December 18, 2009

This certificate is being executed and delivered pursuant to Section 5.2(b) of the Purchase and Sale Agreement, dated as of December 9, 2009 (the "Agreement"), by and among Holo-Krome Company, a Delaware corporation (the "Seller"), Fastenal Company, a Minnesota corporation (the "Buyer"), and Danaher Corporation, a Delaware corporation.

Pursuant to Section 5.2(b) of the Agreement, the undersigned officer of the Buyer hereby certifies to the Seller that the Buyer has performed or complied with its agreements and covenants required to be performed or complied with by it under the Agreement as of or prior to the date hereof in all material respects.

Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

FASTENAL COMPANY

By: Daniel L. Florness

Name: Daniel L. Florness

Title: Executive VP and CFO



Transfer of Establishment - Form III (Business ONLY)

Complete all sections. Use this form when transferring any business operation, as defined in Connecticut General Statutes (CGS) Section 22a-134(21), that meets the definition of an Establishment, as defined in CGS Section 22a-134(3). This form is appropriate when a discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or a hazardous substance has occurred at the Establishment or the environmental conditions at the Establishment are unknown prior to the transfer. The person signing the certification agrees to investigate the parcel in accordance with prevailing standards and guidelines and to remediate pollution caused by any release of a hazardous waste or hazardous substance from the Establishment in accordance with the remediation standards, Section 22a-133k and Section 22a-133q of the Regulations of Connecticut State Agencies (RCSA). **AN ENVIRONMENTAL CONDITION ASSESSMENT FORM (ECAF) MUST BE SUBMITTED SIMULTANEOUSLY WITH FORM III.**

Section A: General Establishment Information

1. **EPA (RCRA) ID No.:** CT CTD001139997
2. **Type of Transfer** (business, assets, etc): **Business**
3. **Identification of Establishment** (give name of business which exists/existed on-site)
Establishment Name: **Holo-Krome Company**
Location: **31 Brook Street**
City/Town: **West Hartford** State: **CT** Zip Code: **06110-**
Phone: **860-843-7320** ext. Fax: **860-843-7382**
Contact Person: **Robert S. Lutz** Title: **President**
Date of Transfer: 12/18/2009
From Transferor: Holo-Krome Company
To Transferee: Fastenal Company
4. **Transferor**
Name: **Same as above**
Legal Mailing Address:
City/Town: State: Zip Code: -
Phone: - - ext. Fax: - -
Contact Person: **Robert S. Lutz** Title: **President**
5. **Property Owner** (as it appears in land records):
Name: **Same as above**
Legal Mailing Address:
City/Town: State: Zip Code: -
Phone: - - ext. Fax: - -
Contact Person: **Robert S. Lutz** Title: **President**
6. **A map of the property location must be submitted with this form.**

Section B: Certification (This is the certifying party as defined in CGS Section 22a-134(6))

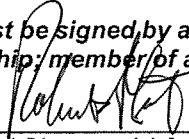
Description in Property Deed:
 Recorded on page **242** of volume **1171**, of the Town of **West Hartford**
 land records, as lot **1001**, block _____ on map **824** in the Tax Assessor's Office.

"As the certifying party, I certify that, to the extent necessary to minimize or mitigate a threat to human health and the environment, I agree to investigate the parcel in accordance with prevailing standards and guidelines and to remediate pollution caused by any release of hazardous waste or hazardous substance from the business operation in accordance with the Remediation Standard Regulations. I agree to contain, remove, or abate pollution, potential sources of pollution and substances in soil or sediment which pose an unacceptable risk to human health or the environment."

"I have personally examined and am familiar with the information submitted in this document, and all attachments thereto, including inquiry of those individuals immediately responsible for obtaining such information, and certify that the submitted information is true, accurate and complete, to the best of my knowledge and belief. I am aware that if I knowingly submit false information or fail to comply with the provisions of CGS Sections 22a-134 to 22a-134e, I may be subject to damages and penalties pursuant to CGS Sections 22a-134(b and d) and an enforcement action pursuant to CGS Section 22a-134a(j). I further certify that I submitted this Form III to the transferee prior to the transfer of Establishment."

"This Form III is complete and accurate as prescribed by the commissioner without alteration of the text."

This must be signed by an individual(s), if in such capacity; a responsible corporate officer; partner in a partnership; member of a LLC, as applicable.



 Authorized Signature(s) for Certifying Party

Robert S. Lutz **President**
 Name of Signatory for Certifying Party (print or type) Title (if applicable)

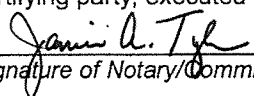
Representing: **Holo-Krome Company**
 (Company name, LLC, as applicable)

Legal Mailing Address: **31 Brook Street**

City/Town: **West Hartford** State: **CT** Zip Code: **06110-**
 Phone: **860-843-7320** ext. _____ Fax: **860-843-7382**

STATE OF Washington, D.C. }
 } SS.
 COUNTY OF _____ } (Town)

The foregoing was subscribed to and sworn to before me this 16 day of December, 2009,
 by Robert Lutz
 (Name of Signatory, Title and Company, if applicable)
 who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, as certifying party, executed the foregoing instrument for the purposes therein contained.

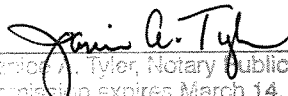


 Signature of Notary/Commissioner of Superior Court

Janice A. Tyler
 Name of Notary/Commissioner of Superior Court
 (print or type)

My commission expires 03/14/2013.

District of Columbia : SS
 Subscribed and Sworn to before me
 this 16 day of December, 2009

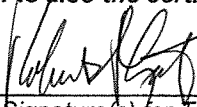


 Janice A. Tyler, Notary Public, D.C.
 My commission expires March 14, 2013

Janice A. Tyler
 Notary Public, District of Columbia
 My Commission Expires 3/14/2013

Section E: Transferor Information (This pertains to transferor, must be completed, signed and notarized)

This must be signed by an individual(s), if in such capacity; a responsible corporate officer; partner in a partnership; member of a LLC, as applicable, and must be completed regardless of whether the Transferor is also the certifying party.



Authorized Signature(s) for Transferor

Robert S. Lutz **President**
 Name of Person Signing (print or type) Title (if applicable)

Transferor: **Holo-Krome Company**

Mailing Address: **31 Brook Street**

City/Town: **West Hartford** State: **CT** Zip Code: **06110-**
 Phone: **860-843-7320** ext. Fax: **860-843-7382**

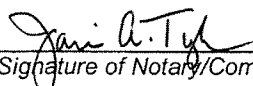
Forwarding address after the transfer, if different from above:

Forwarding Address: **Danaher 1500 Mittel Blvd**
 City/Town: **Wood Dale** State: **IL** Zip Code: **60191-**
 Phone: **630-694-2790** ext. Fax: **630-694-2788**

STATE OF Washington, D.C. }
 } SS.
 COUNTY OF } (Town)

The foregoing was subscribed to and sworn to before me this 16 day of December, 2009,
 by Robert Lutz
 (Name of Authorized Signatory for Transferor, Title and Company, if applicable)

who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, as Transferor, executed the foregoing instrument for the purposes therein contained.



Signature of Notary/Commissioner of Superior Court

Janice A. Tyler
 Name of Notary/Commissioner of Superior Court
 (print or type) **Janice A. Tyler**
 Notary Public, District of Columbia
 My Commission Expires 3/14/2013

My commission expires 03/14/2013.

This form is prescribed and provided by the DEP. The DEP does not certify that the information submitted in this form is correct.

All Forms I (with ECAF), II, III (with ECAF), or IV (with ECAF), any supporting documents as applicable, and fee payment should be mailed or hand delivered to: (*this is for fee processing*)

CENTRAL PERMIT PROCESSING UNIT, 1st FLOOR
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 79 ELM STREET
 HARTFORD, CT 06106-5127

reports should be mailed to:
 REMEDIATION DIVISION, 2nd FLOOR
 BUREAU OF WATER PROTECTION AND LAND REUSE
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 79 ELM STREET
 HARTFORD, CT 06106-5127

District of Columbia, D.C.
 Subscribed and Sworn to before me
 this 16 day of December, 2009

All subsequent correspondence or subsequent

Janice A. Tyler
 Janice A. Tyler, Notary Public, D.C.
 My Commission Expires March 14, 2013



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER PROTECTION AND LAND REUSE
REMEDIATION DIVISION
79 ELM STREET, HARTFORD, CT 06106-5127
(860) 424-3705 www.ct.gov/dep/remediation

ENVIRONMENTAL CONDITION ASSESSMENT FORM (ECAF)

This form must be certified by the responsible party, owner, or certifying party, as applicable. This certification attests that the information contained in the ECAF is correct and accurate to the best of the certifying party's knowledge. In addition, a Licensed Environmental Professional (LEP) must certify to supervising the completion of the ECAF. For detailed directions on completing each part of the ECAF, refer to the instructions. The ECAF is to be a stand-alone document; do not reference attachments, with the exceptions of maps and receptor surveys.

Check the box to indicate the program for which this form is being submitted:

- Connecticut General Statutes (CGS) section 22a-134a(a)-(e),
Property Transfer filing
- CGS section 22a-133x, Voluntary Remediation
- Other (specify)

ECAF submitted for Entire Property or Release Area

DEP USE ONLY
Date and File Room Stamp

RemID#:

Part I: Site Identification

1. Name of Site: Holo-Krome

Street Address: 31-60 Brook Street

City/Town: West Hartford

State: CT

Zip Code: 06110-

2. Description in Property Deed:

Recorded on page 242 in volume 1171 of the Town of West Hartford land records, as lot 60,

block 2, on map 0711 in the Tax Assessor's Office.

3. Site Details: Total Acreage: 14.4

Latitude & Longitude (Decimal Degrees):

41.7233 72.7340

Acres Undeveloped: 2.0

Building Footprint Square Footage: 234,000

4. Provide a location map that is based on a USGS quadrangle and shows the location of the site.

5. Include a site plan(s) with current and historical structures and boundaries, hazardous waste and solid waste management areas, areas of operation, areas of concern, release areas, UST and AST locations, septic systems, water supply wells, monitoring wells, groundwater flow direction, limits of groundwater plume, sampling locations, and extent of remediation, if known.

Part II: Contact Information

1. Business/person submitting this form:

Business Name: Danaher

E-mail Address:

Authorized Representative: Mr. Carl Grabinski

Title: Dir., Env Affairs

Mailing Address: 1500 Mittel Blvd

City/Town: Wood Dale

State: IL

Zip Code: 60191-

Business Phone: 630-694-2790

Ext.

Fax: 630-694-2788

2. Person who will serve as primary technical contact:

Primary Contact: Same as No. 1

Firm Name:

Mailing Address:

E-mail Address:

City/Town:

State:

Zip Code: -

Business Phone: - -

Ext.

Fax: - -

3. Owner of the parcel:

Name: Robert S. Lutz

E-mail Address:

Mailing Address: Holo-Krome Company 31 Brook Street

City/Town: West Hartford

State: CT

Zip Code: 06110-

Business Phone: 860-843-7320

Ext.

Fax: 860-843-7382

Part III: Documentation

1. DEP Program Involvement:

Previous Filings

Type	Date	LEP / DEP Oversight
Form III	11/6/1986	Unk

Verifications

Type	Date	Status
None		

Significant Environmental Hazard Notification

Notification Date	Resolution Date
None	

Enforcement Action by EPA: Yes No

Enforcement Action by DEP: Yes No [List Action(s) issued by DEP in table.]

Number	Type	Date	Responsible Party	Status

Other DEP involvement: Yes No. [Briefly describe, including timeframes (limit 300 characters)]:

A number of small spills of petroleum and chemicals have occurred. All closed by DEP Spills Group.
Wastewater permit SP0002429 for discharge of treated industrial wastewater to sanitary sewer

2. Current and historical RCRA notifier status:

Notifier Status	Time Period	Permit Status
SQG-CTD001139997	1986 - Present	

3. Releases reported to CT DEP Oil & Chemical Spills: Yes (list details below) No

Location	Date	Material and Quantity Released	Status
31 Brook St	12/27/99	50 gallons cutting oil	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	1/28/97	Sulfuric acid gas (qty unk)	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	11/27/96	No. 2 Fuel Oil (qty unk)	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	2/5/01	1 Gallon oxalic acid mix	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
Brook St	2/27/97	aluminum/hydrogen gas (qty unk)	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	2/28/97	aluminum/hydrogen gas (qty unk)	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	5/18/01	15 gallons waste quench oil	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	5/14/99	5 gallons kerosene	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	7/28/00	20 gallons detergent	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	8/31/00	5 gallons alkaline	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	9/3/03	5 gallons hydraulic oil	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
31 Brook St	9/23/05	2 gallons oil & water	<input type="checkbox"/> open / <input checked="" type="checkbox"/> closed
			<input type="checkbox"/> open / <input type="checkbox"/> closed
			<input type="checkbox"/> open / <input type="checkbox"/> closed

4. Briefly summarize the current and historical industrial and/or commercial use(s) of the site, including dates (limit 1,000 characters):

The site was initially developed in 1930 (E.F. Keating Pipe Bending Company), then occupied by Holo-Krome Screw Corp. in 1936. Property use since development has been industrial (pipe mfg until 1936, then screw mfg, and finally tool - wrench - mfg). Wrench, fastener, and hand tool manufacturing is presently conducted.

5. Briefly summarize the hazardous substances and petroleum products presently or formerly handled at the site, including materials, volumes / quantities, and management methods (limit 1,000 characters):

Former: Stored in USTs and ASTs - No. 4 Fuel Oil - 30,000 gallons; 111-TCA & MC - 6,000 gallons; Waste soluble oil - 15,000 gallons; Quench Oil - 7,000 gallons
 Present: Waste caustic (D002) and Black Oxide solutions - 1,000 gallons in totes and 55-gallon drums; Quench oil -6,000 gallons in steel AST with secondary containment; approximately 10,000 gallons of hydraulic oil in equipment and 55-gallon drums

Part V: Environmental Assessment

1. Phases of environmental investigation / remediation completed to date (provide dates):

Investigation conducted: Phase 1 08/2005 Phase 2 08/2009 Phase 3
Remedial design (RAP) Public Notice
Remediation initiated (first unit) Remediation completed (last unit)
Post-remedial monitoring initiated Natural attenuation monitoring initiated

2. Soil Investigation:

How many soil samples were analyzed versus the number of samples where pollution was detected?

14 / 6

3. Soil Vapor Investigation:

How many soil vapor samples were analyzed versus number of samples where pollution was detected?

12 / 11

4. Sediment Investigation: Completed (Impact No impact)

Pending Unknown if needed None

5. Groundwater Investigation:

How many sampling points/monitoring wells were used to investigate the groundwater? 5

Number of overburden wells 5 Number of bedrock wells 0

Is there a plume on-site? Yes No

Is the three-dimensional extent of each ground-water plume resulting from releases at the site fully delineated? Yes No

Extent of plume distribution:

Overburden: On-site Off-site NAPL unknown

Bedrock: On-site Off-site NAPL unknown

Potential: On-site Off-site NAPL unknown

How many rounds of sampling have been conducted? 1

6. Surface Water Investigation: Completed (Impact No impact)

Pending Unknown if needed None

7. Data gap evaluation: Completed Pending

Data gaps remaining: Significant Insignificant None

Briefly describe work remaining to be conducted (limit 500 characters).

Complete Phase III Nature and Extent evaluation to be completed. Remedial evaluation, SLERA, and receptor survey to be completed as well.

Part VI: Environmental Setting – Physical

1. Geologic and Hydrogeologic Summary:

Overburden Material: fines

Depth to Water Table: 3 - 11 feet

Bedrock Type: Portland Arkose

Depth to Bedrock: UNK

Is the seasonal low water table below the elevation of the bedrock surface? Yes No

Horizontal Groundwater Flow Direction: west

Vertical Groundwater Flow Direction: UNK

Groundwater Flow Rate: UNK

Hydraulic Conductivity: UNK

2. Surface Water:

Identify the nearest downgradient surface water body: Tributary to Piper Brook

Distance to surface water: 0 feet

Wetland permit ID number:

Surface water classification: A

3. Scoping-Level Ecological Risk Assessment (check all that apply):

Completed (Further Assessment Needed No impact) Pending

Part VII: Environmental Setting – Cultural

1. Surrounding Land Uses (check all that apply):

Industrial Commercial Residential Agricultural

2.a. Sensitive Surrounding Land Uses (check all that apply):

Residential Healthcare Facility School Childcare Facility

NDDB site Sensitive Water Resources Recreational

b. Sensitive On-site Land Uses (check all that apply):

Residential Healthcare Facility School Childcare Facility

NDDB site Sensitive Water Resources Recreational

3. Groundwater:

Groundwater classification: GAA GA GB

On-site groundwater use: drinking water agricultural industrial

Distance from the site to the nearest off-site water supply well and the address of the property on which that well is located: 500 feet, 176 Newington Road, West Hartford

Is the on-site water supply well a public water supply regulated by DPH? Yes No

Is the site within the zone of contribution to a public water supply well? Yes No

Is the site within an Aquifer Protection Area? Level A Level B No

Part VII: Environmental Setting – Cultural (continued)

4. Public Utilities:

- Is public water provided to the site? Yes No
- Is public water available to all developed areas surrounding the site? Yes No
- Are or have on-site drinking water wells been used at the site? Yes No
- If yes, dates in use:
- Is the site connected to municipal sewers? Yes No
- Have on-site septic systems been used at the site? Yes No
- If yes, dates in use:

5. Potential Exposure Pathways:

Receptor Type	Yes	No	Unknown	Date SEH Abated
Public Well	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Private Well	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Aquifer Protection Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Direct Exposure (soil)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vapor Intrusion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sediment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Surface Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

6. Receptor Surveys (attach copy of survey):

- Potable well receptor survey (radius in feet: 500 1,000 >1,000)
- Vapor intrusion pathway survey (location: on-site off-site)
- Surface water receptor survey (proximity to water body in feet: <500 <1,000 >1,000)

If information in Part VII.1. through 5. (description of environmental setting) is not complete at the time of this ECAF, complete and submit Part VII.1. through 5. of the ECAF to the Remediation Division within seventy-five (75) days of the date of DEP's Property Transfer acknowledgement letter*.

If information in Part VII.1. through 5. is complete and there is a conceptual site model that indicates the potential for off-site migration of contaminants, a comprehensive receptor survey(s) is also warranted. Attach a copy of the receptor survey(s) to the ECAF. If a receptor survey(s) has not been completed at the time of this ECAF, complete and submit the survey(s) to the Remediation Division within seventy-five (75) days of the date of DEP's Property Transfer acknowledgement letter.*

*If the ECAF is submitted for any purpose (e.g., Voluntary Remediation, RCRA, etc.) for which DEP does not issue an acknowledgement letter, submit the required information within seventy-five (75) days of filing the ECAF.

Part VIII: Contaminants in the Environment

List all AOCs and number of releases detected. Refer to the instructions and examples below, and use the space provided.

AOC	Number of Releases Detected	Material Released	Quantity Released	Date of Release	Phases of Investigation Completed	COCs in Soil [Sediment] (Soil Vapor)	COCs in Groundwater: (O) / Bedrock (B)	COCs in Surface Water	Remediation Status
Example - Tank Farm	2	No. 2 Fuel Oil and dichromate wastewater	500 gal and 200 gal	10/4/97 & 7/15/85	I - 10/5/98; II - 7/9/00 III - 6/1/01	ETPH 5,000* ppm (5-6') and Cr 56 ppm (5-7')	ETPH 150* ppb (O=5-15')	ND	soil removed 9/1/01
Example - Dry Cleaning Machine	1	PCE	Unknown	Prior to 11/13/98	I - 10/5/98; II - 7/9/00	PCE 500* ppm (0-2')	PCE 50* ppb (B=20-25')	Unknown	further investigation planned
Example - Dumpster AOC-1 Receiving & storage	0	---	---	---	I - 10/5/98; II - 7/9/00	ND	ND	ND	no further action
AOC-2 Production Area	3	Chlorinated and petroleum VOCs	Unknown	Unknown	Ph I - 8/05 I - 8/05; II - 8/09	VC - 24.2 ppbv (11DCE - 1290 ppbv) (Freon 113 - 66.6 ppbv) (11DCA - 247 ppbv) (c12DCE - 12 ppbv) (TCA - 134 ppbv) (TCE - 13.6 ppbv) (TL - 87.3 ppbv) (EBZ - 36.8 ppbv) (XYL - 352.6 ppbv) TPH - 2030 ppm Naphthalene - 13.6 ppm	Napthalene 4.4 ppb 14Dioxane 39.2 ppb Cu - 6.6 ppb (O=5-15)-	Unknown- Further investigation planned	
AOC-3 Kerosene/oil ASTs					Ph I - 8/05				Further investigation planned
AOC-4 Bulk oil storage					Ph I - 8/05				Further investigation planned

AOC-5 Chemical storage					Ph I - 8/05						Further investigation planned
AOC-6 Wastewater treatment system					Ph I - 8/05						Further investigation planned
AOC-7 Metal debris storage					Ph I - 8/05						Further investigation planned
AOC-8 Quench oil AST					Ph I - 8/05						Further investigation planned
AOC-9 Former Degreaser	1	Chlorinated VOCs	Unknown	Prior to 12/94	I - 8/05 II - 8/09			(TCE - 1500 ppbv) (TCA - 625 ppbv) (11-DCA - 65 ppbv) (c12DCE - 187 ppbv) (11DCE - 538 ppbv) (PCE - 20 ppbv) (MC - 27.8 ppbv)	-	Unknown	Further investigation planned
AOC-10 Shipping Area					Ph I - 8/05						Further investigation planned
AOC-11 Boiler Room					Ph I - 8/05						Further investigation planned
AOC-12/13 Quench Oil LUSTs	0	Petroleum	Unknown	Unknown	Ph I - 8/05			ND	ND	Unknown	Further investigation planned
AOC-14 Courtyard	1	Chlorinated VOCs	Unknown	Unknown	Ph I - 8/05 Ph II - 8/09			CT - 16.2 ppm 11DCE - 28.7 ppm c12DCE - 1.01 ppm PCE - 0.54 ppm 111TCA - 7.86 ppm TCE - 25.6 ppm	11DCA - 34.6 ppb 12DCA - 31.2 ppb 11DCE - 3.03 ppm c12DCE - 200 ppb MC - 396 ppb PCE - 38'6 111TCA - 823	Unknown	Further investigation planned

AOC-15 Fmr Quench Oil UST	0	--	--	--	Ph I - 8/05 Ph II - 8/09	ND	ppb TCE - 182 ppb	Unknown	No further action
AOC-16 Existing Transformers					Ph I - 8/05				Further investigation planned
AOC-17 - Former Transformers					Ph I - 8/05				Further investigation planned
AOC-18 Loading Docks					Ph I - 8/05				Further investigation planned
AOC-19 Suspect NE Release		Unknown	01/2000		Ph I - 8/05				Further investigation planned
AOC-20 Suspect NW Corner release					Ph I - 8/05				Further investigation planned
AOC-21 Oil Spill	1	Petroleum	500 gallons	8/1985	Ph I - 8/05 Ph II - 8/09	124Trimethylbz - 13.4 ppb ETPH -2520 ppm ACT - 130 ppb	ETPH 0.6 ppm 11DCA - 5.3 ppb 11DCE - 2.6 ppb c12DCE - 38 ppb t12DCE - 1.1 ppb MTBE - 1.6 ppb TCE 6 ppb VC 19.3 ppb Th - 12.3 ppb As - 10.5 ppb	Unknown	Further investigation planned
AOC-22 - NPDES discharge line to NW									Further investigation planned

Part IX: Certification

Certifying Party:

"I have personally examined and am familiar with the information submitted in this document, and certify that based on reasonable investigation the submitted information is true and accurate to the best of my knowledge and belief."

_____/ /
Authorized Signature (as specified in instructions) Date

Robert S. Lutz President
Name of Authorized Representative (print or type) Title (if applicable)

Represented Party: Holo-Krome Company
Mailing Address: Danaher 1500 Mittel Blvd
City/Town: Wood Dale State: IL Zip Code: 60191-
Phone: 630-694-2790

STATE OF SS
COUNTY OF Town

The foregoing was subscribed to and sworn to before me this day of , 20 ,

by
(Name of Signatory, Title and Company, if applicable)

who personally appeared, and that person, as such, satisfactorily proven to be authorized to do so, executed the foregoing instrument for the purposes therein contained.

Signature of Notary/Commissioner of Superior Court Name of Notary/Commissioner of Superior Court
My commission expires / / (print or type)

Licensed Environmental Professional (LEP):

"This form was prepared under my supervision, as a LEP. My professional services have been rendered in accordance with the 'Rules of Professional Conduct' (Section 22a-133v-6 of the Regulations of Connecticut State Agencies)."

Print or type LEP Name: Robert J. Drake

Firm Name: ERM

Address: 77 Hartland Street, Suite 300

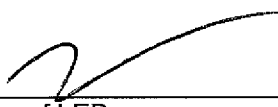
E-mail Address: bob.drake@erm.com

City/Town: East Hartford

State: CT Zip Code: 06108-

Business Phone: 860-466-8519

ext. Fax: 860-466-8501



131
LEP #

12/16/2009
Date

Signature of LEP