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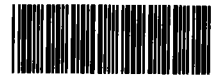
**Superfund Records Center**

SITE: SPNE

BREAK: 119

OTHER: 446755

December 31, 1992



SDMS DocID

446755

**CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED**

Marilyn K. Goldberg  
U.S. Environmental  
Protection Agency  
P. O. Box 221470  
Chantilly, Virginia 22021

Re: Response to Request for Information Regarding  
the Solvents Recovery Service of New England  
Superfund Site, Southington, Connecticut

Dear Ms. Goldberg:

This letter is written on behalf of Cramer Company ("Cramer"), which received a November 13, 1992 request for information under Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), addressed to the Bristol-Saybrook Company ("Bristol Saybrook"), in care of Cramer. This firm represents Cramer and is hereby responding to that request on behalf of Cramer, based upon information provided by Cramer. After this firm's receipt and review of the Information Request (the exact date of Cramer's receipt of that Request is not known), I telephoned Lloyd Selbst of the Region I Office of Regional Counsel on December 8, 1992. I advised Mr. Selbst that I had only recently received the Information Request from Cramer and was investigating and preparing a response. I said that because Cramer had no interest in or affiliation with Bristol-Saybrook until December 1986 and the purported disposal took place in 1980, Cramer would need additional time to complete its response. Mr. Selbst responded that he was unwilling to grant an extension, and he suggested that I call him again on December 17th or 18th if Cramer needed additional time. On the afternoon of December 17th, I telephoned

Marilyn K. Goldberg  
Page 2  
December 31, 1992

Mr. Selbst's office and was advised by his voice mail system that he was out of the office until after Christmas; I was referred to you. On that same day, I telephoned you and introduced myself as counsel for Cramer in this matter and I advised you that Cramer would be submitting its response within several days.

The Information Request attached a "Form 1" purporting to identify a 385 gallon disposal transaction at the Site sometime in August 1980. The Information Request also contained a document entitled "MONTHLY REPORT FORM FOR 25-54hh PERMIT" dated August 1980 and identifying 1,1,1 Trichlorethane as being disposed of by Bristol-Saybrook. Cramer had no interest in or affiliation with Bristol-Saybrook until December 15, 1986 when pursuant to a Asset Purchase Agreement, Cramer purchased certain assets of Bristol-Saybrook, which was an operating division of the Pratt-Read Corporation. I have enclosed a copy of that Asset Purchase Agreement.

Under the terms of the Asset Purchase Agreement, Cramer did not assume liability for environmental claims, such liabilities being retained by Pratt-Read. Section 2.3 of the Agreement sets forth the specific categories of liabilities assumed by Cramer. Those liabilities include only (a) accounts payable, payroll and commissions, (b) contracts and leases, (c) obligations incurred due to Cramer's post-December 15, 1986 activities, and (d) certain liabilities to specified brokers/ finders/ agents. None of those liabilities specified, which are also set forth in the Assumption Agreement (Exhibit 2.3), include liability for environmental cleanups incurred due to the pre-December 15, 1986 activities of Bristol-Saybrook or Pratt-Read. Under Section 2.4, all liabilities not specifically assumed by Cramer pursuant to Section 2.3 are retained by Pratt-Read. Furthermore, Section 4.1(o) of the Asset Purchase Agreement refers to "Hazardous Substances" and cites to Schedule 4.1(o), which in turn describes "Degreasers" and "III Trichorethan" (sic) (probably 1,1,1 Trichlorethane). Thus, Pratt-Read disclosed in the December 15, 1986 Asset Purchase Agreement its knowledge of and prior use of this substance. Cramer submits that any liability arising from Bristol-Saybrook's use and disposal of hazardous substances before December 15, 1986 was and is retained by Pratt-Read.

Also enclosed please find a completed Enclosure B from the Information Request. Cramer has been unable to locate any documents or other information relating to Bristol-Saybrook's disposal of any hazardous substances in 1980. If Cramer

PEPPER, HAMILTON & SCHEETZ

Marilyn K. Goldberg  
Page 3  
December 31, 1992

discovers any such documents or information, Cramer will supplement this response.

Please do not hesitate to telephone me if you have any questions about this response.

Very truly yours,



Philip J. Katauskas

PJK/cwb

Enclosure

ENCLOSURE B

Solvents Recovery Service of New England  
104(e) Information Request Form for Generators

1. Name of Respondent: Cramer Company
2. Date Information Request Completed: December 31, 1992
3. For each transaction listed on Form 1 (attached), identify by chemical name the type of waste material that the Respondent sent for treatment or disposal to the Site or sent with a transporter for treatment or disposal to the Site. If the chemical name is not known, please state the trade name and the name of the manufacturer. Also identify the transporter of each waste volume and identify who made the decision to bring the waste to the Site -- the transporter, generator, or broker. Attach copies of all documents consulted, examined, or referred to in the preparation of answers to these questions.
4. At the end of Form 1 and consistent with the format of Form 1, identify and provide complete information on any additional transactions which do not appear on Form 1 or transactions which are in some manner incorrectly recorded on Form 1. Attach copies of all documents which provide information on these transactions.
5. If you are not the generator of any of the wastes attributed to you in the listing of transactions on Form 1 (i.e., you sent waste materials to the Site for disposal or treatment that were generated by a person other than you), please complete steps a through d below:
  - a) Provide the information requested for that transaction on Form 1;
  - b) Highlight the transaction by placing an asterisk (\*) to the left of the appropriate transaction date on Form 1; and
  - c) Provide the information requested on Form 2 (attached);
  - d) Attach copies of all documents consulted, examined, or referred in to the preparation of answers to these questions.
6. Please identify all persons consulted in the preparation of the answers to these questions. Indicate their relationship to the Respondent (e.g., current employee - environmental manager, past employee - maintenance department, etc.). Attach extra pages if necessary.

6. (continued)

Name: Thomas French

Address Cramer Company

100 Front Street, Suite 1400

West Conshohocken, PA 19428

Phone No. (215) 834-0222

Relation to Respondent Vice President, Cramer Company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Relation to Respondent \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Relation to Respondent: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Relation to Respondent: \_\_\_\_\_

33132(4)

CRAMER  
COMPANY

ACQUISITION  
OF CERTAIN  
ASSETS  
OF  
PRATT - REAL  
CORPORATION

DECEMBER 15  
1986

INDEX

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CRAMER COMPANY

Acquisition of Certain Assets  
of  
Pratt-Read Corporation

Closing Date: December 15, 1986

INDEX TO CLOSING DOCUMENTS

TAB NO.

ASSET PURCHASE DOCUMENTS

Asset Purchase Agreement between Pratt-Read Corporation ("Pratt-Read") and Cramer Company ("Cramer") and schedules and exhibits thereto	1
Agreement and Instrument of Assumption by Cramer	2
Real Property Lease between Pratt-Read and Cramer	3
Bill of Sale and Assignment of Contracts, Agreements and Commitments by Pratt-Read	4
Employment Arrangement Letter by Cramer	5
Opinion of Jones, Day, Reavis & Pogue	6
Opinion of Pepper, Hamilton & Scheetz	7

CORPORATE DOCUMENTS

Officer's Certificate of Pratt-Read	8
Secretary's Certificate of Cramer	9
Searches	10

UCC  
Tax Liens  
Suits  
Judgments



1

1



the Assets shall include the following assets, properties, rights and interests owned by P-R and used in connection with the Business as the same shall exist on the Closing Date:

(a) Inventory. All of the inventory owned by P-R and used in connection with the Business, including, without limitation, all inventories of finished goods, work-in-process, raw materials, packaging materials, supplies, equipment and parts used in connection with the Business;

(b) Accounts Receivable. All of the accounts receivable of P-R attributable to the operation of the Business, together with any unpaid interest accrued thereon, and any security or collateral relating thereto, all as set forth on Schedule 1.1(b) hereto;

(c) Tangible Personal Property. All of the motor vehicles, machinery, equipment, business machines, computers, furniture, tools and other tangible personal property used in connection with the Business including that machinery and equipment listed on Schedule 1.1(c) hereto;

(d) Books, Records and Written Materials. All of the records (including, without limitation, business records), books, files, invoices, forms, designs, diagrams, drawings, office supplies, labels, packaging, flow sheets, and computer programs used in connection with the Business, and all other technical and nontechnical data and information relating to the Business;

(e) Catalogs and Advertising Materials. All of the promotional and advertising materials, artwork, catalogs, brochures, plans, customer lists, supplier lists, manuals, handbooks, equipment and parts lists, and dealer and distributor lists relating to the Business;

(f) Contracts and Personal Property Leases. All of P-R's rights and benefits in, to or under any open purchase orders, contracts, agreements, commitments, understandings and undertakings, whether oral or written, and which relate to the Business, including, without limitation, all contracts with suppliers relating to the Business for any products, raw materials, supplies, machinery, equipment and parts (collectively, the "Contracts"), and all of the rights of P-R as lessee under any leases of personal property used in the Business (collectively, the "Personal Property Leases");

(g) Permits and Approvals. All licenses, permits, approvals, variances, waivers or consents (collectively, the "Permits") relating to the Business and issued to P-R by any foreign, federal, state or local governmental entity or municipality or subdivision thereof or any authority, department, commission, board, bureau, agency, court or instrumentality (collectively, "Governmental Authorities"), and which are transferable to Cramer; and

(h) Other Assets. Excluding those assets described in Section 1.3 hereof, all of the following: (i) the assets and properties of P-R reflected on the Bristol Balance Sheet (as hereinafter defined) and all prepaid expenses, advance payments, credits, deposits and prepaid items relating to the Business, including, without limitation, prepaid interest and deposits with lessors, suppliers or utilities, less those assets and properties sold or disposed of by P-R in the normal and ordinary course of business from the date of the Bristol Balance Sheet to the Closing Date, (ii) the business and goodwill as a going concern of the Business, and (iii) the right to use the names "Bristol" and "Bristol-Saybrook Company."

1.2 Assignability and Consents. The Assets set forth in Exhibit 1.2 are nonassignable or nontransferable to Cramer without the consent of some other person; if such consent is not obtained as of the Closing, such Asset shall be retained by P-R, and P-R shall use its best efforts to make the use and benefit of such Asset available to Cramer to the same extent, as nearly as may be possible, as if such impediment to assignment or transfer did not exist.

1.3 Excluded Assets. Notwithstanding any other provision of this Agreement, the following assets, properties, rights and interests of P-R shall not be included in the Assets:

(a) Cash, Securities and Prepaid Items. All of P-R's cash on hand or on deposit, certificates of deposit, time deposits, securities or similar items;

(b) Real Property. All real estate, buildings and fixtures and attachments thereto used in the Business provided, that, with respect to electrical equipment not excluded are all electrical items down from the buss work;

(c) Certain Records. P-R's corporate books and records, and tax returns and tax support information, including, without limitation, all business records, written materials and other confidential and proprietary information owned by P-R and which relate to businesses operated by P-R other than the Business; provided, however, that upon request, P-R shall provide Cramer with true and complete copies of any of the foregoing which relate to the Business; and

(d) Certain Corporate Names. Any rights to the names "Pratt-Read Corporation," "Pratt-Read" or any variation thereof.

## ARTICLE II. PURCHASE PRICE: ASSUMPTION OF LIABILITIES

2.1 Purchase Price for Assets. In full consideration for the Assets to be sold, conveyed, set over, delivered, assigned and transferred pursuant to Section 1.1, but subject to adjustment pursuant to Section 8.2 hereof, Cramer shall pay to P-R the sum of \$ 1,913,003.00 (the "Purchase Price") and shall assume the liabilities and obligations of P-R as set forth in Section 2.3 hereof.

2.2 Payment of Purchase Price. The Purchase Price shall be payable by wire transfer and in immediately available same day funds to the account of P-R to be designated by P-R to Cramer prior to the Closing.

2.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing Cramer shall assume by an Assumption Agreement in the form attached hereto as Exhibit 2.3, and shall thereafter pay, perform and discharge as and when due, the following liabilities and obligations of P-R (the "Assumed Liabilities"), as the same shall exist as of the Closing Date:

(a) Ordinary Course. All liabilities and obligations of P-R disclosed on the Bristol Balance Sheet for accounts payable, accrued payroll and commissions (which commissions are listed under "other current" and amount to \$6,792) (collectively, the "Expenses"), less payment thereof or discharges thereof prior to the Closing Date, and all the accounts payable, accrued payroll and commissions incurred by P-R from the operation of the Business in the ordinary and normal course of business from the date of such Bristol Balance Sheet to the Closing Date, including, without limitation, the accounts

payable, accrued payroll and commissions shown on or identified as part of the balance sheet delivered at the Closing;

(b) Contracts and Leases. All liabilities and obligations under the Contracts and Personal Property Leases incurred by P-R from the operation of the Business in the ordinary course of business.

(c) Post-Closing. All liabilities and obligations arising from the acts or omissions of Cramer with respect to the operation of the Business or the use of the Assets by Cramer after the Closing; provided that this provision shall not be deemed to limit or waive any of the representations, warranties, covenants or indemnities of P-R hereunder.

(d) Brokers, Finders and Agents. Any liability or obligation to Colin Gabriel or Gwent Incorporated.

2.4 Retained Liabilities. Except as provided in Section 2.3, P-R shall retain, and Cramer shall not assume, or be responsible or liable with respect to, any other liabilities and obligations of P-R, or the Bristol Division and the Business as operated by P-R, whether fixed, contingent or otherwise, or whether known or unknown including any liabilities for taxes of P-R, and any obligations of P-R in respect of pension arrangements with respect to P-R's employees, or others involved with P-R in any manner (the "Retained Liabilities").

### ARTICLE III. CLOSING

3.1 General. As used in this Agreement, the "Closing" shall mean the time at which P-R consummates the sale of the Assets to Cramer by delivery of the documents referred to in Section 3.2, against delivery by Cramer of the documents referred to in Section 3.3 and the payment of the Purchase Price referred to in Section 2.2. The Closing of such sale and purchase shall take place on December 15, 1986 (the "Closing Date") at Pepper, Hamilton & Scheetz, 123 S. Broad St., Phila., PA 19109. The sale of the Assets and the Business to be conveyed hereunder shall be effective immediately following the close of business on the Closing Date.

3.2 Documents to be Delivered by P-R. At the Closing, in addition to any other documents specifically required to be delivered pursuant to this Agreement, P-R shall deliver to Cramer, in form and substance reasonably satisfactory to Cramer and its counsel, the following documents:

(a) Certified copies of the resolutions of the Directors of P-R authorizing and approving this Agreement and all other transactions and agreements contemplated herein;

(b) A lease for the real property owned by P-R and used in the operation of the Business (the "Real Property") in the form attached hereto as Exhibit 3.2(b), and such bills of sale, certificates of title, endorsements, assignments, affidavits, and other good and sufficient instruments of sale, assignment, conveyance and transfer, in form and substance reasonably satisfactory to Cramer and its counsel, as shall be required effectively to vest in Cramer all of P-R's right, title and interest in and to all of the Assets;

(c) Subject to Section 1.2, all consents to the assignment to Cramer of each Contract or Personal Property Leases that requires such consent; and

(d) An opinion of counsel of P-R in form and substance satisfactory to Cramer and its counsel.

3.3 Documents to be Delivered by Cramer. At the Closing, in addition to any other documents specifically required to be delivered pursuant to this Agreement, Cramer shall deliver to P-R, in form and substance reasonably satisfactory to P-R and their counsel, the following documents:

(a) Certified copies of the resolutions of the Directors of Cramer authorizing and approving this Agreement and all other transactions and agreements contemplated herein;

(b) Evidence of payment of the Purchase Price required pursuant to Section 2.2;

(c) The Assumption Agreement required by Section 2.3, and

(d) An opinion of counsel of Cramer in form and substance satisfactory to P-R and its counsel.

#### ARTICLE IV. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of P-R. P-R represents and warrants to Cramer that:

(a) Organization and Standing; Power and Authority. P-R is duly organized, validly existing and in good standing under the laws of the State of Connecticut, and has full corporate power and authority to: (i) own, lease or operate its properties and assets, (ii) carry on its businesses as now being conducted, (iii) make and perform this Agreement and (iv) perform the transactions contemplated by this Agreement. P-R is duly qualified to do business as a foreign corporation and in good standing in all jurisdictions in which the failure to so qualify would have a material, adverse effect on the Business or its ability to perform this Agreement or the transactions contemplated hereby. This Agreement and all other agreements and instruments, including the aforesaid real property lease, (the "Acquisition Agreements") executed by P-R in connection herewith have been duly executed and delivered by P-R. This Agreement and the other Acquisition Agreements and the transactions contemplated hereby and thereby have been duly authorized by the Directors of P-R, and constitute the legal, valid and binding obligations of P-R, enforceable in accordance with their respective terms.

(b) Absence of Restriction; Compliance with Laws. To the knowledge of P-R, it is not in violation of, or in default under, any laws, ordinances, requirements or regulations or orders applicable to the Bristol Division, including without limitation any environmental laws or regulations, which materially adversely affects or, so far as P-R can now foresee, may in the future materially and adversely affect the business, operations, prospects, properties, assets (including the Assets) or conditions, financial or otherwise, of the Bristol Division; nor is P-R subject to, in violation of, or in default with respect to, any order, writ, injunction, judgment or decree to any court or federal, state, or local department, official, commission, authority board, bureau, agency or other instrumentality issued or pending against P-R and related to the Bristol Division which materially adversely affects or, so far as P-R can now foresee, may in the future materially and adversely affect the business, operations, prospects, properties, assets (including the Assets) or condition, financial or otherwise, of the Bristol Division.

(c) Assets; Title to the Assets. The Assets (and the assets listed in Section 1.3 hereof) are the only properties and assets used in the Business as conducted by P-R and, except as set forth in Schedule 4.1(c), are located at the Facility; provided, however, that no representation or warranty, express or

1985 and 1986 and the divisional statement for the period ended November 2, 1986 (together with the Bristol Balance Sheet, "Bristol Financial Statements") (a copy of which is attached hereto as Schedule 4.1(e)). The Bristol Financial Statements and such other financial statements substantially reflect the financial position of the Bristol Division at the dates specified above, and the results of operations for the periods then ended as specified above. All of such statements were prepared in a manner consistent with the past practices of P-R and were used in the preparation of the applicable audited, consolidated financial statements of P-R, except in the case of the Bristol Financial Statements which were used in the preparation of the applicable unaudited financial statements of P-R.

(f) Changes in Circumstances. Except as is disclosed in the Schedule 4.1(f) entitled "Changes in Circumstances" attached hereto, between November 2, 1986, and the date of this Agreement, P-R has conducted the business only in the ordinary and normal course of business, and has not taken any action which has caused any material adverse change in the assets and liabilities of the Bristol Division or the Business, other than changes in the ordinary and normal course.

(g) Accounts Receivable. The accounts receivable included in the Assets are valid and subsisting obligations owing to P-R. P-R has no knowledge of any circumstance or event which would prevent such accounts from being collectible in due course by normal efforts.

(h) Inventories. The inventories included in the Assets, including work-in-process or raw materials, are usable in the ordinary course of the business of the Bristol Division as historically conducted by P-R. The Assets were carried on the Bristol Division's balance sheet at cost on a first-in, first-out basis, and the value of the inventories at November 2, 1986, is approximately \$1,149,250.

(i) Litigation. Except as provided in the Schedule 4.1(i) entitled "Litigation" attached hereto, there exists no litigation, action, suit, investigation, claim or proceeding pending or threatened against or affecting the Business or involving and of the Assets, or the transactions contemplated by this Agreement, at law or in equity or before any governmental authority.



(j) Customers and Suppliers. Except as provided in the Schedule 4.1(j) entitled "Customers and Suppliers", the Bristol Division is not involved in any controversy or dispute with any of its customers or suppliers.

(k) Validity of Contemplated Transactions; Governmental Approvals. The execution and delivery of the Acquisition Agreements and the performance of the terms thereof by P-R, and the consummation of the transactions contemplated thereby, will not violate any law, regulation, order, decree or judgment to which P-R or the Bristol Division is subject; and will not conflict with, or result in the breach of any of the terms or provisions of, or constitute (or with the passage of time or the giving of notice or both might constitute) a default under or result in the creation of any lien or other encumbrance upon any of the Assets by reason of or pursuant to any term or provision of P-R's Articles, By-laws or any contract or other commitment to which P-R is a party or by which P-R is bound. No consent, approval, authorization, filing, registration or qualification with any federal, state or local authority, or any other person or entity, is required for the execution, delivery or performance of the Acquisition Agreements by P-R, or in connection with the consummation of the transactions contemplated thereby.

(l) Brokers, Finders and Agents. P-R is neither directly nor indirectly obligated to anyone acting as broker, finder or in any other similar capacity in connection with this Agreement or the transactions contemplated herein.

(m) Taxes. P-R has prepared in good faith and filed or caused to be filed all tax returns and reports relating to the Business and required to be filed by it with any Governmental Authority. All taxes set forth on such returns and reports, and all claims, demands, assessments, or judgments, costs and expenses connected therewith, have been paid in full or adequate funds have been reserved for payment therefor.

(n) Undisclosed Liabilities and Obligations. P-R has no liability or obligation of any nature arising in connection with the Assets in the business of the Bristol Division in excess of \$5,000, individually or in the aggregate, due, absolute or, to P-R's knowledge, contingent or otherwise. P-R does not know or have any reasonable ground to know of any basis for the assertion against P-R of any other liability or obligation of any nature or in any amount which might materially

or adversely affect the Assets and which arises in connection with business of the Bristol Division.

(o) Hazardous Substances. Except as described in Schedule 4.1(o), to the knowledge of P-R, none of the Assets has been used for the storage, deposit, disposal, treatment or recycling of toxic, dangerous or hazardous substances nor is there any tank or facility for the storage of hazardous materials on or in the Assets creating, or likely to create, a hazardous condition; P-R has no knowledge of any activity on or in the Assets which would subject the P-R or Cramer as owner thereof to liens, damages, penalties, injunctive relief or cleanup costs under any federal, state or local law, or under any civil action respecting hazardous substances. A "hazardous substance" shall mean that term as defined in the Resource Conservation and Recovery Act, as amended, 42 USC §6921 et. seq., and dangerous toxic or hazardous substances or similar terms under any other state, federal or local law and any regulations thereunder.

(p) Patents, Trademarks, Trade names, Copyrights. P-R presently does not own, possess or use in connection with the Business any patents, patent applications, trademarks, service marks, trade names, copyrights, franchises, or licenses. To the knowledge of P-R, it is not obligated or under any liability whatever to make any payments by way of royalties, fees, or otherwise to any owner or licensee of any other claimant to any patent, trademark, trade name, copyright, or other intangible assets on account of P-R's conduct of the Business; and, to the knowledge of P-R, the manufacture, sale or use by P-R of any products of the Bristol Division now or prior hereto do not infringe any patent or right of another (nor, to P-R's knowledge, has any claim been made that there is any such infringement).

(q) Veracity of Statements. No representation, warranty or statement of P-R contained in this Agreement, or furnished in any certificate, schedule or other document furnished by P-R to Cramer pursuant hereto or in connection with the transactions contemplated hereby, including the financial statements referred to in Section 4.1((e) hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make it, in light of the circumstances in which it was made, not misleading.

4.2 Representations and Warranties of Cramer. Cramer represents and warrants to Crescent that:

(a) Organization and Standing; Corporate Power and Authority; Approvals. Cramer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full corporate power and authority to: (i) own, lease or operate its properties and assets, (ii) carry on its business as now being conducted, (iii) make and perform this Agreement and (iv) perform the transactions contemplated by this Agreement. This Agreement and all other Acquisition Agreements executed by Cramer in connection herewith have been duly executed and delivered by Cramer. This Agreement and other Acquisition Agreements and the transactions contemplated hereby and thereby have been duly authorized by the Directors of Cramer, and constitute the legal, valid and binding obligations of Cramer, enforceable in accordance with their respective terms.

(b) Validity of Contemplated Transactions; Governmental Approvals. The execution and delivery of the Acquisition Agreements and the performance of the terms thereof by Cramer, and the consummation of the transactions contemplated thereby will not violate any law, regulation, order, decree or judgment to which Cramer is subject; and will not conflict with, or result in the breach of any of the terms or provisions of or constitute (or with the passage of time or the giving of notice or both might constitute) a default by reason of or pursuant to any term or provision of Cramer's Articles, By-laws or any contract or other commitment to which Cramer is a party or by which Cramer is bound. No consent, approval, authorization, filing, registration or qualification with any federal, state or local authority, or any other person or entity, is required for the execution, delivery or performance of the Acquisition Agreements by Cramer, or in connection with the consummation of the transactions contemplated thereby.

(c) Brokers, Finders and Agents. Cramer is not directly or indirectly obligated to anyone acting as a broker, finder or in any other similar capacity in connection with this Agreement or the transactions contemplated hereby, except Colin Gabriel or Gwent Incorporated.

#### ARTICLE V. COVENANTS OF P-R

5.1 Maintenance of, and Access to, Records. After the Closing, P-R shall permit, whenever reasonably requested by Cramer, Cramer to have access to all business records retained by P-R in accordance with this Agreement for use in a manner

consistent with this Agreement and the transactions contemplated hereby.

5.2 Further Assurances and Assistance After the Closing Date, P-R shall execute and deliver such further instruments of conveyance and transfer and take such other actions as Cramer may reasonably request, at P-R's reasonable expense, to convey and transfer effectively to Cramer the Assets, and P-R will assist Cramer in the collection and reduction to possession of such Assets, including the accounts receivable.

5.3 P-R's Compliance with Law. P-R will duly comply with all applicable laws required to be complied with validly to complete the transactions provided for in this Agreement and such other laws as might, on the failure of compliance therewith, impose any liability on Cramer for debts or obligations of P-R; provided that, in consideration of P-R's undertaking to indemnify Cramer, Cramer specifically waives compliance of P-R with any applicable Bulk Sales Laws.

#### ARTICLE VI. COVENANTS OF CRAMER

6.1 Maintenance of, and Access to, Records. After the Closing, Cramer shall, whenever reasonably requested by P-R, permit P-R to have access to all business records to be turned over to Cramer in accordance with this Agreement for use in a manner consistent with this Agreement and the transactions contemplated hereby. Cramer shall preserve and maintain the books and records relating to the Business which are part of the Assets for three years after the Closing.

#### ARTICLE VII. CERTAIN ADDITIONAL COVENANTS

7.1 Expenses. Each party hereto shall bear the legal, accounting and other expenses incurred by such party in connection with this Agreement, and the other agreements and transactions contemplated hereby; provided, however, that pursuant to Section 2.3(e), Cramer shall pay all the fees and expenses of Colin Gabriel or Gwent Incorporated.

7.2 Bulk Transfer Laws. Cramer hereby waives compliance by P-R with the laws of the State of Connecticut relating to bulk transfers that may be applicable in connection with the transfer of the Assets as provided herein.

7.3 Warranty Repairs. From and after the Closing Date, Cramer shall honor P-R's warranties on goods manufactured and sold by the Bristol Division prior to the Closing Date, and P-R shall reimburse Cramer at Cramer's for its out-of-pocket costs for labor and materials incurred in honoring such warranties.

ARTICLE VIII. ACCOUNT RECEIVABLE; POST-CLOSING  
ADJUSTMENT; INDEMNIFICATION

8.1 Accounts Receivable for Uncollected Accounts  
Receivable.

(a) P-R hereby guarantees the collectibility of all accounts receivable which are part of the Assets subject to the provisions of this Section 8. If any of such accounts receivable (the "Accounts Receivable") are not fully paid within 210 days from the Closing Date, and if aggregate value of such unpaid Accounts Receivable is greater than \$10,000, P-R shall, within 10 days of notice thereof from Cramer, pay to Cramer an amount equal to 50% of the total uncollected amount of such uncollected Accounts Receivable.

(b) Cramer shall use its reasonable efforts to collect all of the Accounts Receivable. In connection with the collection of the Accounts Receivable where an account debtor has more than one invoice outstanding, if a payment is received from such debtor, Cramer shall apply such payment to the longest outstanding invoice due, except if the invoice is the subject of a dispute with the account debtor but then only to the extent of such dispute.

8.2 Post-Closing Adjustment for Value of Inventory. The value of the inventory which is part of the Assets and which is included in the Purchase Price has been calculated from a valuation of the inventory as of November 30, 1986 rolled forward to the Closing Date. Within 30 days after the Closing Date, Cramer shall determine the actual value of the inventory at cost using Touche, Ross and Co. P-R may observe and verify such determination. P-R shall have 5 days after determination of the actual value of the inventory at cost by Touche, Ross & Co. to object to the manner in which such value was calculated by notifying Cramer. Such notice shall provide the basis for such objection. P-R and Cramer shall have 10 days after receipt by Cramer of such notice to agree on said value. If P-R and Cramer are unable to agree, P-R and Cramer shall, within 5 days thereafter, mutually select one of the eight nationally

recognized accounting firms (which firm shall not be a firm used by P-R or Cramer) to determine such value in the manner required by this Section 8.2; and said accounting firm's determination of such value shall be conclusive and binding on P-R and Cramer. The cost and expense of said accounting firm shall be divided equally between P-R and Cramer. After the determination, if there is a difference between the value of the inventory used to calculate the Purchase Price and the value of the inventory as determined by Touche, Ross and Co. which is greater than \$10,000, the total amount of the difference shall be paid forthwith by P-R to Cramer, in the case of a determined value which is less than the value used in the Purchase Price, or shall be paid forthwith by Cramer to P-R, in the case of a determined value which is greater than the value used in the Purchase Price. Such determination by Touche, Ross and Co. shall be conclusive and binding on P-R and Cramer and the costs and expenses of such determination by Touche, Ross and Co. shall be for the account of Cramer.

8.3 Indemnification of Cramer. P-R will indemnify, defend and hold harmless Cramer from and against any damage, deficiency or loss resulting from, any actions, judgments, costs and expenses (including attorneys' fees and expenses and investigative expenses in enforcing this Section 8.3, defending any claim or action, or otherwise) incident to (i) any misrepresentation, breach of warranty, or nonfulfillment of any covenant or obligation (including without limitation, the indemnification obligations of P-R hereunder) of P-R contained in this Agreement or in any statement, schedule or certificate furnished or to be furnished to Cramer pursuant hereto or in connection with the transactions contemplated hereby, (ii) any non-compliance by P-R with any laws including, without limitation, the failure of P-R to comply with any applicable Bulk Sales Laws, (iii) any claims based upon alleged injuries to persons, properties or businesses by reason of alleged defectiveness, improper design or manufacture or malfunction or otherwise of any product manufactured by P-R and shipped by P-R on or prior to the Closing Date, whether known or unknown, currently being asserted or arising hereafter, regardless of whether such claims are based upon or arise out of injuries or other events occurring prior to or on the Closing Date, and (iv) any liability or obligation of any nature arising out of any act or omission of P-R in the operation of the Business on or prior to the Closing Date, whether due or to become due, absolute, contingent or otherwise, known or unknown to P-R, including liabilities for taxes (or any interest or penalties relating thereto), except to the extent assumed by Cramer pursuant to Section 2.3 of this Agreement.

**8.4 Indemnification of P-R.** Cramer will indemnify and hold harmless P-R against any loss, liability, damage or expense and any judgments, actions and costs (including reasonable attorneys' fees and expenses and investigative expenses in enforcing this Section 8.4, defending any claims or actions, or otherwise) suffered or incurred by P-R and arising out of any breach or inaccuracy of any warranty, representation, obligation or covenant made by Cramer in this Agreement or in any statement, schedule or certificate furnished or to be furnished to Cramer pursuant hereto or in connection with the transactions contemplated hereby; any failure by Cramer to discharge and perform any of the obligations and liabilities assumed by it pursuant to Section 4 hereof; or any liability or obligation arising out of any act or omission of Cramer in the operation of the Business after the Closing Date.

**8.5 Notices.** Promptly after receipt by Cramer or P-R, as the case may be of notice of (i) any claim, or (ii) the commencement of any suit, action, investigation or proceeding, Cramer or P-R, as the case may be, (the "Indemnified Party") will, if a claim with respect thereto is to be made against P-R or Cramer, as the case may be, due to its obligation to provide indemnification hereunder (the "Indemnifying Party"), give the Indemnifying Party written notice of such claim or the commencement of such suit, action, investigation or proceeding, but the failure to provide such notice shall not relieve the Indemnifying Party of any of its obligations hereunder. Promptly, the Indemnifying Party will thereupon defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its cost and expense. The Indemnified Party shall have the right to participate in any such defense, contest or other action at its own cost and expense so long as the Indemnifying Party has assumed and continued the defense thereof. The Indemnifying Party shall have the right to control the defense of any such proceeding unless it is relieved of its liability hereunder with respect to such defense by the Indemnified Party. The Indemnified Party retains the right to indemnification in respect of any suit, action, investigation, claim or proceeding at any time, including upon notification of the Indemnifying Party's intent to settle, but in no event shall the Indemnified Party be responsible for any costs, expenses or liabilities incurred by the Indemnifying Party. The Indemnifying Party shall have the right, at its option, and, unless so relieved, to compromise or defend, at its own expense by its own counsel, any such matter involving the asserted liability of the

Indemnified Party. In the event that the Indemnifying Party shall undertake to compromise or defend any such asserted liability, it shall promptly notify the Indemnified Party of its intention to do so. The Indemnified Party shall, at the cost and expense of the Indemnifying Party for Indemnified Party's out-of-pocket expenses, cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such asserted liability. In the event the Indemnifying Party fails to timely defend, contest, or otherwise protect against the same, the Indemnified Party may undertake the same and make any compromise or settlement thereof and recover the entire costs thereof from the Indemnifying Party, including reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim or proceeding or the compromise or settlement thereof.

8.6 Limitation of Liability. Neither Cramer nor P-R shall have any right to indemnification unless and until the aggregate amount of the liabilities, damages, losses, costs and expenses (including attorneys' fees) (collectively, "Claims") for which it is entitled to recovery under Section 8.2 or 8.3, as applicable, exceeds the sum of \$25,000 (the "Minimum Claim Amount"). If the Claims exceed the Minimum Claim Amount, the applicable party shall be entitled to indemnification to recover only the amounts which exceed the Minimum Claim Amount.

#### ARTICLE IX. MISCELLANEOUS

9.1 Survival of Representations and Warranties. The representations and warranties of the parties hereto made in this Agreement shall not be affected by any information furnished to, or any investigation conducted by, any of them or their representatives in connection with the subject matter of this Agreement, and such representations and warranties shall survive for a period of two years after the Closing.

9.2 Amendments. This Agreement may be amended only by a writing executed by all of the parties hereto that refers to this Agreement.

9.3 Entire Agreement. This Agreement and the other agreements expressly referred to herein set forth the entire understanding of the parties hereto and supersede all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, between the parties.



9.4 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Connecticut. Each party agrees to submit to the personal jurisdiction of the Federal and state courts located in Connecticut.

9.5 Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, sent by same day or overnight carrier service, or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties (and to the individuals to whom copies shall be sent) at their respective addresses set forth below.

To P-R: Pratt-Read Corporation  
Ivoryton, Connecticut 06442  
  
Attention: Harwood B. Comstock,  
President

With a copy to: Jones, Day, Reavis & Pogue  
1700 Huntington Building  
Cleveland, Ohio 44115  
  
Attention: Mary Lynn Durham, Esq.

To Cramer: Cramer Company  
c/o The Owosso Company  
101 Bryn Mawr Avenue  
Bryn Mawr, PA 19010  
  
Attention: George B. Lemmon

With a copy to: Pepper, Hamilton & Scheetz  
123 S. Broad Street  
Philadelphia, PA 19109  
  
Attention: James A. Ownsworth, Esq.

Any party by written notice to the other party may change the address or the persons to whom notices or copies thereof shall be directed.

9.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

9.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other party.

9.8 Severability. Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of this Agreement shall be determined to be unenforceable because of the scope, duration or area of its applicability, the court making such a determination shall have the power to modify such scope, duration or area or all of them, and such provision shall then be applicable in such modified form, but every other provision of this Agreement shall remain in full force and effect.

9.9 Waivers. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement or any other agreements expressly referred to herein, by another party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement or any other agreements expressly referred to herein.

9.10 Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement are incorporated herein and shall be part of this Agreement for all purposes.

9.11 Headings. The headings in this Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

9.12 Knowledge Limitation of P-R Whenever a representation or warranty of P-R in Section 4.1 hereof is limited to its knowledge, this means the facts or situations described therein are believed to be true and correct by Harwood B. Comstock, President and Chief Executive Officer of P-R, or a

Vice-President of P-R, or the Treasurer or Secretary of P-R, or Joseph Vacaro, Manager of the Bristol Division.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

PRATT-READ CORPORATION

By *H. B. Comstock*  
Harwood B. Comstock, President

CRAMER COMPANY

By *[Signature]*  
Title VICE PRESIDENT

EXHIBITS

*Exhibit 1.2*

Exhibit 2.3

Exhibit 3.2(b)

Assumption Agreement

Form of Lease for Real Property

SCHEDULES

- 1.1(b) List of Accounts Receivable
- 1.1(c) List of Included Machinery and Equipment
- 4.1(c) Assets not at Facility
- 4.1(d) Contracts and Personal Property Leases
- ✓ 4.1(e) Bristol Financial Statements (November 2, 1986)
- 4.1(f) Changes in Circumstances
- 4.1(i) Litigation
- 4.1(j) Customers and Suppliers
- 4.1(o) Hazardous Substance Description

✓ = attached - all this must be provided by

R R

None

AGREEMENT AND INSTRUMENT OF ASSUMPTION

THIS AGREEMENT AND INSTRUMENT OF ASSUMPTION, dated as of December 15, 1986, is made and delivered pursuant to Section 2.3 of the Asset Purchase Agreement dated as of December 15, 1986 (the "Asset Purchase Agreement"), by and between Pratt-Read Corporation, a Connecticut corporation ("Pratt-Read"), and Cramer Company, a Delaware corporation ("Cramer"). Reference is hereby made to the Asset Purchase Agreement, which is incorporated herein and made a part hereof, for a description of the terms and conditions pursuant to which this Assumption Agreement is made and delivered.

KNOW ALL MEN BY THESE PRESENTS, that Cramer, for the consideration referred to in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assumes, undertakes, agrees to pay, perform and discharge, as and when due, those, but only those, liabilities and obligations of Pratt-Read which were expressly assumed by Cramer in the Asset Purchase Agreement as follows:

(a) Ordinary Course. All liabilities and obligations of Pratt-Read disclosed on the Bristol-Saybrook Balance Sheet for accounts payable, accrued payroll and commissions (which commissions are listed under "other current" and amount to \$6,792), less payment thereon or discharges thereof prior to

the Closing Date, and all the accounts payable, accrued payroll and commissions incurred by Pratt-Read from the operation of the Business in the ordinary and normal course of business from the date of such Bristol-Saybrook Balance Sheet to the Closing Date, including, without limitation, the accounts payable, accrued payroll and commissions shown on or identified as part of the balance sheet delivered at the Closing;

(b) Contracts and Leases. All liabilities and obligations under the Contracts and Personal Property Leases incurred by Pratt-Read from the operation of the Business in the ordinary course of business;

(c) Post-Closing. All liabilities and obligations arising from the acts or omissions of Cramer with respect to the operation of the Business or the use of the Assets by Cramer after the Closing provided that this provision shall not be deemed to limit or waive any of the representations warranties, covenants or indemnities of Pratt-Read under the term of the Asset Purchase Agreement; and

(d) Brokers, Finders and Agents. Any liability or obligation to Colin Gabriel or Gwent Incorporated.

Unless otherwise expressly provided herein, all capitalized terms contained in this Agreement and Instrument of Assumption shall have the same meaning as the capitalized terms defined in the Asset Purchase Agreement. Nothing in this Agreement and Instrument of Assumption shall be deemed to be an

assumption of any of the liabilities and obligations retained by Pratt-Read pursuant to Section 2.4 of the Asset Purchase Agreement.

IN WITNESS WHEREOF, Cramer has caused this Agreement and Instrument of Assumption to be executed by its duly authorized officer as of the day and year first written above.

CRAMER COMPANY

By: \_\_\_\_\_



VICE PRESIDENT



File  
Barnum 5A-7-82

COPY

LEASE

1. PROPERTY:

PRATT-READ CORPORATION, a Connecticut corporation, whose address is Main Street, Ivoryton, Connecticut 06442 ("Owner") owns real property and improvements located in Old Saybrook, Connecticut described on Exhibit A attached hereto and made a part hereof (the "Property"). Subject to the terms and conditions and agreements hereinafter set forth, Owner does hereby lease the Property to CRAMER COMPANY, a Delaware corporation, whose address is \_\_\_\_\_ ("Tenant").

2. TERM:

A. The initial term of this lease shall commence on December 16, 1986 (the "Commencement Date"), and shall end at 11:59 p.m. on ~~12~~ 16, 1987, unless sooner terminated as hereinafter provided.

B. Tenant may renew this Lease for three (3) consecutive thirty (30) day periods; provided Tenant gives Owner at least thirty (30) days prior written notice of Tenant's exercise of such renewal. The foregoing renewal right notwithstanding, the term of this Lease, including any renewal thereof and Tenant's right of possession hereunder shall not exceed 180 days from the Commencement Date.

3. RENT:

A. Base Rent. Tenant shall pay to Owner, on or before the Commencement Date and every thirty (30) days thereafter until this Lease expires or terminates, as Base Rent, as follows:

$$\$4.50 \times \frac{38,000}{\text{sq. ft. of leased space}} \times \frac{1}{12} = \text{monthly Base Rent}$$

If applicable, Base Rent shall be prorated for the month and any partial month of occupancy by Tenant.

B. Additional Rent.

<sup>11</sup> In the event Tenant shall be in default of any of its obligations, covenants, agreements or liabilities hereunder (other than payment of Base Rent), Owner, at its

option, may cure such default, and all reasonable costs and expenses of Owner in curing such default, shall constitute Additional Rent hereunder and shall be due and payable by Tenant within ten (10) days after written demand therefore is made by Owner.

<sup>(11)</sup> In the event that any portion of the Base Rent or the Additional Rent, or any other sum owing by Tenant to Owner under this Lease, is not paid when due and payable or within ten (10) days thereafter, then, at Owner's option, an additional amount of five percent (5%) of the amount past due shall be immediately due and payable as a late charge.

C. Base Rent and Additional Rent shall be payable without any deduction, offset or abatement whatsoever, except as specifically provided herein.

4. SECURITY DEPOSIT:

Tenant shall not be required to pay to Owner any security deposit.

5. NOTIFICATION:

Notices required or permitted to be given under this Lease shall be sent by registered or certified mail, return receipt requested, postage prepaid, to Tenant at the Property, and to Owner at the address first set forth above, or at such other addresses as may be designated by either party to the other by like mailing.

6. USE AND CARE OF DEMISED PREMISES:

A. Except with the prior written consent of Owner, which shall not be unreasonably withheld, Tenant shall use and occupy the Property only for manufacturing and office purposes and for incidental and related uses.

B. Tenant, at its expense, shall comply with all laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Property and the rules and regulations of the National Board of Fire Underwriters (or other body exercising similar functions) relating directly to Tenant's specific use and occupancy of the Property. Tenant shall not use or permit the use of the Property for any illegal purposes.

C. Tenant agrees that the Property shall be used and occupied in a careful, safe and proper manner, that no nuisance nor any trade or occupation which is known in insurance as extra or especially hazardous shall be permitted therein and that no waste shall be committed or permitted upon or any damage be done to the Property.

D. Tenant shall keep the Property in a clean and neat condition and shall provide its own janitorial service.

E. Tenant shall not use any hazardous substances on the Property without obtaining Owner's prior written consent, which consent may be arbitrarily withheld. Tenant shall be responsible, at its sole expense, for removing and disposing of all hazardous waste or similar substances arising or resulting from its use or occupancy of the Property, in accordance with all applicable statutes, laws, codes, rules, regulations, ordinances or standards of any federal, state or local governmental authority or agency. Under no circumstances shall Tenant store, leave or deposit any hazardous waste or similar substances on the Property.

**7. REPAIRS AND MAINTENANCE:**

Tenant, at its expense, shall maintain the Property and the land and building improvements constituting a part thereof, ~~and shall pay for all utilities furnished thereto, Owner shall be responsible for all necessary repairs to the Property and the land and building improvements located thereon.~~ If Tenant fails to maintain the Property, Owner may perform such maintenance at the Tenant's expense, and, promptly upon demand, shall be reimbursed by Tenant for any and all reasonable costs and expenses incurred in performing such maintenance. Upon the termination of this Lease and at the option of Owner, Tenant shall return the Property to the same condition as of the date Tenant takes possession of the Property pursuant to this Lease, ordinary wear and tear excepted.

**8. REMODELING AND LIENS:**

A. Tenant will make no material or structural alterations in, or additions or improvements to, the Property without first obtaining the written consent of Owner, and all such approved alterations, additions and improvements made by Tenant shall become the absolute property of Owner on the termination of this Lease or the vacation of the Property by Tenant.

B. Any liens filed against the Property in connection with alterations, renovations, additions or improvements by Tenant or any other liens filed against the Property without fault of Owner shall be removed by Tenant, at its expense, within thirty (30) days of filing.

**9. SERVICES:**

Tenant, at its expense, shall furnish and pay for all necessary or desired utility and other services for the Property. Owner shall not be liable for any damages Tenant may

suffer because of any defect in or the unavailability of such services.

10. INSPECTION:

Tenant agrees to permit Owner or Owner's agent to inspect or examine the Property at any reasonable time. Owner shall have the right to enter the Property during and after normal business hours for the purpose of exhibiting the same to prospective tenants or purchasers, after reasonable notice.

11. DAMAGE BY FIRE OR OTHER CASUALTY:

In the event the Property is damaged by fire or other casualty so as to affect the use thereof by Tenant, Owner or Tenant, at either's option, may terminate this Lease by written notice to the other, in which event such rent as shall be due from Tenant to Owner up to the date of the fire or other casualty, if Tenant wholly vacates the Property at that time, or up to such date thereafter that Tenant wholly vacates and ceases to use the Property, shall be paid by Tenant to Owner at the rate herein provided.

12. EMINENT DOMAIN:

If the Property or any part thereof is condemned or appropriated by any public authority during the term of this Lease in a manner so as to affect the use thereof by Tenant, Owner or Tenant, at either's option may terminate this Lease by written notice to the other, in which event such rent as shall be due from Tenant to Owner to the date of the taking of possession of the Property by the condemning or appropriating authority, if Tenant wholly vacates the Property at that time, or up to such date thereafter that Tenant wholly vacates and ceases to use the Property, shall be paid by Tenant to Owner at the rate herein provided.

13. PERSONAL PROPERTY; LOSS OF BUSINESS:

All personal property of every kind and description that may at any time be in, or on the Property shall be kept in, at or on the Property at Tenant's sole risk, or at the risk of those claiming under Tenant. Owner shall not be liable for, without limitation, any damage to said personal property or for any loss suffered by the business or occupation of Tenant however arising, whether from the bursting, overflowing or leaking of water, sewer or steam pipes, from the heating, air conditioning or plumbing fixtures, from electric wires, from gas or odors, or whether caused by another person on the Property or caused in any other manner whatsoever, except such as may result from and be caused by the gross negligence or the willful misconduct or act of Owner, or the agents or employees of Owner; provided, however that Owner shall not be so liable

if (i) Tenant is aware of any problem, defect or damage and fails to notify Owner in writing of such problem, defect or damage and (ii) Tenant fails to give Owner reasonable time to correct any such problem, defect or damage after such notice thereof.

14. ABANDONMENT; MITIGATION:

A. Should Tenant discontinue to use or occupy the Property for a period of thirty (30) or more consecutive days or notify Owner in writing that Tenant abandons the Property, Owner may enter the same, using such force as may be necessary, and change the locks on the doors, all without liability to Tenant. Thereafter, Owner may use the Property for any desired purpose without terminating the Lease, unless in addition Owner exercises the option to terminate this Lease pursuant to Paragraph 16.

B. To the extent required by law, Owner shall relet the whole or any portion of the Property for any period equal to, greater than or less than the remainder of the original term of this Lease, for any sum (including any rental concessions and rent free occupancy) which it may deem reasonable, to any tenant which it may reasonable deem suitable and satisfactory, and for any use and purpose which it may deem appropriate. In the event of any reletting, Owner may apply the rent therefrom first to the payment of Owner's expenses, including attorney's fees, commissions and the repair, renovation or alteration of the Property and then to the payment of rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency.

15. ABANDONED PROPERTY:

Should Tenant leave any personal property, fixtures, or equipment on the Property after the termination of this Lease (a) by operation of the end of the term hereof or after abandonment of the Property by Tenant and not remove such property within ten (10) days after receipt of written notice from Owner to remove such property; or (b) because of Tenant's breach of this Lease or for whatever other cause and not remove such property within forty-five (45) days after receipt of written notice from Owner to remove such property, then such property shall become the sole property of Owner without any liability on the part of Owner, and Tenant shall remain responsible for all costs incurred in removing and disposing of said property and returning the Property to its prior condition.

16. DEFAULT:

A. Should Tenant fail to make any payment herein required to be made within seven (7) days of the date when due hereunder or should Tenant fail to perform any covenant or to comply with any condition herein provided to be performed or

complied with by it (other than the payment of money), and should such failure continue and not be removed or corrected within thirty (30) days after receipt by Tenant of written notice thereof from Owner (or, in the event such failure cannot be removed or corrected within such thirty (30) day period, in the event Tenant does not commence to remove or correct such failure within said thirty (30) day period and thereafter diligently pursue such removal or correction to completion); or should any proceeding in bankruptcy or under any state or federal law relating to the relief of debtors be filed by or against Tenant; or should a receiver be appointed of any of the property of Tenant so as to directly affect the fulfillment of the obligations of Tenant hereunder; then and in any such event (herein called a "default") Owner, at its option, immediately or at any time during the continuation of such default, may terminate Tenant's right to possession of the Property.

B. It is agreed between the parties hereto that if Tenant is in default hereunder, or if a state of facts exists which would permit Owner to exercise its rights under Subparagraph 16.A above (subject to its obligation to mitigate as provided in this Lease), then, at the option of Owner, without notice to Tenant, the unpaid balance of the Base Rent for the entire term of this Lease shall become immediately due and payable and in case Tenant is declared bankrupt, voluntarily or involuntarily, or in case a receiver is appointed to take charge of and conduct the affairs of Tenant, such claim for unpaid installments or Base Rent due under this Lease shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

C. Owner shall be entitled to use any and all expedited procedures or judicial actions for the eviction or removal of a defaulting tenant to which a landlord is entitled under Connecticut law. Tenant hereby waives any and all rights to delay such procedures or judicial actions (including, without limitation, the right to a jury trial) which a tenant may assert under such circumstances, to the extent such waiver is permitted under Connecticut law.

D. To the maximum extent permitted by law, Tenant covenants and agrees to pay and discharge all reasonable costs and expenses that shall be incurred by Owner, including attorney's fees, in enforcing the covenants and agreements of this Lease.

#### 17. SUBLEASE OR ASSIGNMENT:

Tenant may not assign this Lease or sublet all or any part of the Property without first submitting such matter in writing to Owner for Owner's approval. Any such assignment or subletting shall not relieve Tenant of its liability or obligations hereunder. Tenant acknowledges that Owner may convey or assign its interest herein, either absolutely or as collateral for obligations.

### 18. CUMULATIVE REMEDIES:

The remedies to which Owner may resort under this Lease are cumulative and are not intended to be exclusive of, and Owner shall be entitled to exercise, any other remedy to which Owner may be entitled by law or equity. The failure of Owner to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right. Acceptance by Owner or rent or other payment or acceptance of performance required herein with knowledge of a breach by Tenant of any provision hereof shall not constitute a waiver of such breach, nor shall any acceptance or rent or other payment in a lesser amount than herein provided for operate or be construed in any other manner than as a payment on account of the earliest rent or other charge then unpaid by Tenant.

### 19. SURRENDER:

Tenant covenants and agrees to deliver up and to surrender to Owner the possession of the Property upon the expiration or termination of this Lease, in as good condition and repair as the same shall be at the commencement of the term provided for herein, ordinary wear and tear excepted, and Tenant shall remove its property located in the Property, repairing any damage caused by such removal. No tenancy of any duration, other than a tenancy at will, shall be created by Tenant's holding over beyond the end of said term.

### 20. LIMITATION ON DAMAGES AND INSURANCE:

A. Tenant covenants at all times to defend, indemnify and save Owner harmless from all expenses, losses, costs, claims, liability or damages (hereinafter collectively called "Damages") relating to the Property including, without limitation, Damages that may occur or be claimed with respect to any party, person or persons, entity, property, equipment, or chattels on or about the Property, or to the Property itself resulting from any act done or omission by or through the Tenant, or resulting from the Tenant's use, non-use or possession of the Property, and any and all Damages resulting therefrom, except such Damages as may result from and be caused by the gross negligence or the willful misconduct or act of Owner or its agents or employees; provided, however, that Owner shall not be so liability if (i) Tenant is aware of any problem, defect or damage and fails to notify Owner in writing of such problem, defect or damage and (ii) Tenant fails to give Owner reasonable time to correct any such problem, defect or damage after such notice thereof.

B. (1) Tenant shall obtain and maintain, at Tenant's sole cost and expense, comprehensive general liability

8

insurance with bodily injury and property damage liability coverage in an amount not less than \$5,000,000 combined single limit to in a greater amount to be reasonable determined, from time to time, by Owner with an insurance company reasonably satisfactory to Owner. Owner, and any mortgagee of the property, shall be named as additional insureds on each such policy.

21. BENEFITS:

Subject to Section 17 above, the terms, provisions and conditions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of Owner and Tenant. No assignment or subletting made by Tenant contrary to the provisions of this Lease shall vest in any assignee of subtenant any right, title or interest in or to this Lease or the Property, or any part thereof.

22. TIME:

Time is of the essence with respect to all obligations or rights of the parties under this Lease.

23. COVENANT OF QUIET ENJOYMENT:

A. Subject to the rights of Owner set forth herein, including, without limitation, Section 23B below, Owner covenants that Tenant, having performed its covenants and obligations herein set forth, shall have quiet and peaceable possession of the Property on the terms and conditions herein provided, free and clear of any claim by, from, through or under Owner.

B. Any provision in this Lease to the contrary notwithstanding, Owner may make, construct or install improvements or additions to the Property, including, without limitation, any buildings located therein or thereon. Tenant shall have no rights or interests, including, without limitation, any possessory rights, in any such improvement or addition.

24. SUBORDINATION:

At the option of Owner, this Lease shall be subordinate to the lien of each and every mortgage, deed of trust, or other voluntary hypothecation of the Property or any part thereof by Owner, whether previously or hereafter made. Such subordination shall be self-executing and effective without any further action by Tenant or Owner. Tenant agrees, from time to time, immediately upon request by Owner, to promptly execute such instruments, certificates and tenant estoppel letters as may be designated or requested by Owner to evidence and confirm such subordination and promptly deliver



such instruments, certificates and letter to mortgagees or prospective mortgagees designated by Owner. Notwithstanding anything else in this paragraph, Tenant shall not be required to subordinate its interest under this Lease to the lien of any mortgage hereafter made unless the appropriate mortgagee shall execute a Nondisturbance Agreement which shall provide in substance that this Lease shall not be terminated so long as Tenant is not in default of its obligations hereunder.

25. CONNECTICUT LAW:

This lease will be governed by and construed in accordance with, the laws of Connecticut.

26. SEVERABILITY:

If any clause or provision of this Lease is illegal, invalid or unenforceable, then the remaining provisions of the Lease shall not be affected, but shall continue in full force and effect.

27. COUNTERPARTS:

This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Lease by their duly authorized officers this \_\_\_\_ day of December \_\_, 1986.

signed and acknowledged  
in the presence of:

OWNER: PRATT-READ CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT: CRAMER COMPANY

\_\_\_\_\_  
\_\_\_\_\_

By P. J. ...  
Name \_\_\_\_\_  
Its: PRESIDENT

STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared the above named PRATT-READ CORPORATION, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument on behalf of such corporation by authority of its Board of Directors and that the same is the free act and deed of such corporation and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, as of the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared the above named CRAMER COMPANY, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument on behalf of such corporation by authority of its Board of Directors and that the same is the free act and deed of such corporation and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, as of the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## Schedule 1.1 (b)

PERIOD ENDING DECEMBER 14, 1986

ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 1

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
AAA200	AED	22,719.85	11,112.38	11,607.47		
ADM500	ADMIRAL DIV. OF MAGIC CHEF	37,800.20	32,032.20	5,768.00		
AGR575	AGRO ENVIRON. SYS.	988.25CR	988.25CR			
ALL375	ALLIED BENDIX CORP.	212.19	212.19			
AME175	AMERICAN DISH	6,569.60	5,472.00	1,097.60		
AME750	AMERICAN STERILIZER CO	7,475.59		7,475.59		
AME790	AMERICAN STERILIZER	3,250.34	112.64	3,137.70		
AMP050	ANPAK INC	109.29	109.29			
AUT575	AUTOMATIC VOTIVE LIGHT	244.13	244.13			
BAK500	M.E. BAKER	122.36	122.36			
BAL550	BALLANTINE OF OMAHA	725.93			725.93	
BLA100	G S BLAKESLEE CO	71.49	71.49			
CAA050	C.D.S.	1,039.83				1,039.83
CAAS00	C & D POWER SYSTEMS	12,833.69	2,977.21	9,856.48		
CAASTU	C & D POWER SYSTEMS	2,539.48	2,539.48			
CHA300	CHAMPION INDUSTRIES INC	3,049.97		3,049.97		
CHA310	CHAMPION INDUSTRIES	1,136.01			1,136.01	
CHE500	CHEMICAL METHODS	25,475.36	7,076.00	13,111.36	5,288.00	
COM575	COHERENT OPTICS	767.33	767.33			
COL400	WARREN E. COLLINS INC.	2,016.38	1,121.19	646.46	248.73	
COM175	CORARK COMMUNICATIONS INC.	453.82	453.82			
COM525	COMMUNICATIONS TEST DESIGN	560.23	560.23			
CON050	CONAIR, INC.	26.72	26.72			
CON125	CONSERVATION ENERGY SYSTEMS	12,781.29	12,781.29			
CUS700	CUSTOM SCIENTIFIC INST.	70.11		70.11		

PERIOD ENDING DECEMBER 14, 1986

## ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 2

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
DAA200	DCASR BOSTON	1,735.19			1,735.19	
DAM500	DAMON CORPORATION	270.07	270.07			
DAY200	DAVEY COMPRESSOR CO.	55.97				55.97
DEL550	DELTECH ENG. INC	715.58	695.19			20.39
DIS400	DISC INSTRUMENT	531.15		531.15		
DOB800	DOBLE ENG CO	394.73	394.73			
DUP520	E. I. DUPONT DE NEMOURS & CO.	11,617.97	11,617.97			
DYN800	DYNATRON	424.65	424.65			
ELE340	ELECTRONIC MEASUREMENTS	607.75		607.75		
ELE350	ELECTRO SALES	127.11	127.11			
ELE385	ELECTRO-STEAM GENERATOR CORP.	485.80	485.80			
ENV600	ENVIRONMENTAL TECTONICS	545.87			545.87	
EPR500	EPRAD	1,567.52	1,567.52			
ET1500	ETI	1,150.69	1,150.69			
EX1800	EXIDE NATIONAL PARTS	2,559.49	2,559.49			
FED325	FEDERIGHI FOOD MACHINERY	1,374.78	1,374.78			
FLA520	FLAIR	74,829.86	29,706.00	40,035.86	5,088.00	
PL1200	MARATHON FLITE-TRONICS	3,844.62	3,844.62			
FOX500	THE FOXBORO CO	71.59		71.59		
GAY600	GAYLORD INDUSTRIES	276.43	276.43			
GRA100	GRANVILLE-PHILLIPS CO.	671.57	671.57			
HOB600	HOBART CORP.	18,186.66	17,723.61		463.05	
HOB650	HOBART CORPORATION	3,926.21		2,662.98	966.03	297.20
HOY200	HOYT	953.02	953.02			
IMC100	IMCO	2,045.00CR				2,045.00CR

PERIOD ENDING DECEMBER 14, 1986

ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 3

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
INT400		2,688.25			2,688.25	
JAA200	JFM ENGINEERING	74.69	74.69			
JAC500	JACKSON PRODUCTS	11,044.94	6,335.00	4,709.94		
JOM600	JOHNSTON LABORATORIES	3,119.64	3,119.64			
KAA055	KFC NATIONAL	1,263.74	1,263.74			
KAM500	KAMN & CO.	62.46	62.46			
KER600	KERT CHEMICAL IND.	52.59		52.59		
KN1200	KNIGHT EQUIP.	2,362.73		2,362.73		
KW1550	KWIK SKI	677.04	182.48	474.56	20.00	
LIF500	LIFECARE SERVICES	1,135.53		1,135.53		
LIN400	LINCOLN ST. LOUIS	94.67	94.67			
MAD500	MADSEN ELECTRONICS	600.06		600.06		
MAK500	MAKO COMPRESSOR INC	542.90	542.90			
MAL300	M.G. MALDEN	274.32	274.32			
MAT700	MATSON GARVIN CO.	608.65CR	135.56	744.21CR		
MCM500	MC MASTER-CARR SUPPLY CO.-CHI.	714.25	653.25		61.00	
MCM520	MCMaster-CARR	256.24	256.24			
MCM540	MCMaster - CARR	615.53	637.23		21.70CR	
MED450	MEDCO PRODUCTS	673.22				673.22
MID700	MIDLAND SPECIALTIES	757.39		757.39		
MIN200	MINARIK ELECTRIC CO	1,815.31	1,594.88	220.43		
MIN300	MINARIK ELECTRIC	84.80	60.76	24.04		
MIN350	MINARIK ELECTRIC	1,260.10		1,260.10		
MIN680	MINN. MINING	1,030.42	515.21	515.21		
MON500	MONSANTO CO.	103.78	103.78			

PERIOD ENDING DECEMBER 14, 1986

## ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 4

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
MUL400	MULTI-AMP CORP.	1,977.40		1,977.40		
MUL600	MULTIMATIC CORP.	1,233.02	1,233.02			
NIF500	NIFE INC	1,125.83	1,125.83			
NIF550	NIFE-POWERTRONIC	548.73		548.73		
NDR550	NORTHERN TELECOM CANADA	159.03	159.03			
OHM700	OHMITE CORP.	2,602.87	2,602.87			
OLY500	OLYMPIC MED. CORP.	116.25		116.25		
ORT200	ORTHO DIAGNOSTICS SYSTEMS	1,702.86	1,702.86			
PAA400	PBR ELEC.	12,346.29	12,346.29			
PRE325	PRECISION SCREEN	125.10	125.10			
PUN200	PUNTERS GRAPHICS	40,828.96	26,166.00	11,099.20	3,563.76	
PUR400	PURE AIRE, INC.	1,315.98	657.24	658.74		
REI300	REICHERT-JUNG	1,180.78			1,142.96	37.82
RYK500	S E RYKOFF CO.	3,920.48	3,821.27			99.21
SCI300	SCIENCE APPLICATIONS INC.	8,931.92	8,931.92			
SCO100	SCOTT HUBER COMPANY	327.79	327.79			
SER200	SERVICE PLUS ELECTRONICS	127.23	127.23			
SHE300	SHEAR PERFORMANCE	300.73CR	300.73CR			
SIM600	SIMPSON ELEC CO	5,163.80	1,291.11	3,872.69		
SMI500	SMITH & LOVELESS DIV.	5,446.24	2,834.72	2,611.52		
SP1600	SPITZ	146.22CR	146.22CR			
STE350	STEMCO	824.95		824.95		
STE425	STERO-DISHWASHING MACH.	11,954.51	5,877.00	6,077.51		
TEC630	TECHNICON LTD., IRELAND	206.04	206.04			
TOW300	TIME LOG INDUST.	1,652.64	1,652.64			

PERIOD ENDING DECEMBER 14, 1986

ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 5

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
TRA300	TRACOR INSTRUMENTS	272.68		272.68		
VUL500	VULCAN-HART CORP.	3,915.18	1,058.53	2,856.65		
WES100	WESCHLER ELECT. CORP	3,508.47	829.72	2,678.75		
WH1325	WHIRLPOOL CORP.	142,995.78	137,036.02	5,959.76		
WH1330	WHIRLPOOL CORP	64,302.57	52,642.17			11,660.40
WH1388	WHIRLPOOL CORP.	6,315.07	5,984.94	330.13		
WIL450	WILDWOOD ELECTRONICS	19,883.02	9,941.76	9,941.26		
WOO600	FRANK WOOLLEY & CO.	1,082.07	1,082.07			
ZED200	ZED INDUSTRIES	113.01	113.01			
ZZZ004	ASARCO	150.12	150.12			
ZZZ005	KFC	25.00	25.00			
ZZZ008	CROWN CORK & SEAL	63.55	63.55			
ZZZ162	LOCTITE	447.33	447.33			
ZZZ834	SCOTT'S FOOD SERVICES	45.00	45.00			
ZZZ837	SIGNETICS CORP.	91.74	91.74			
ZZZ847	UNION MEMORIAL HOSP.	38.72			38.72	
ZZZ851	FRAMINGHAM MASS SCHOOL DEPT.	75.05			75.05	
ZZZ853	CITY COLLEGE OF NY	38.63		38.63		
ZZZ857	UNITED ENGINEERS	206.64		206.64		
ZZZ866	COGHLIN ELECTRIC	105.83		105.83		
ZZZ873	WENESCO	326.33	326.33			
ZZZ895	RONALD FROELICH ENTERPRISES	362.84CR	16.32CR	346.52CR		
ZZZ896	MR. DAWSON	.90CR	.90CR			
ZZZ897	COMMONWEALTH EDISON	351.12	351.12			
ZZZ898	LAND O'LAKES	38.72CR	38.72CR			

PERIOD ENDING DECEMBER 14, 1986

## ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 6

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
ZZZ904	VARI-CRAFT POWER SYSTEMS	73.68		73.68		
ZZZ906	CITY OF BISMARCK	41.67		41.67		
ZZZ907	DEPT. OF WATER RESOURCES	125.15	125.15			
ZZZ910	AUTOMOTIVE CONTROLS	134.11		134.11		
ZZZ913	SOUTHWEST AMUSEMENTS	139.30	139.30			
ZZZ915	WESCO	153.64	153.64			
ZZZ917	SHELL OIL	229.97	229.97			
ZZZ918	BROCKWAY	124.53	124.53			
ZZZ920	NORFOLK NAVAL	189.76	189.76			
ZZZ923	FLORIDA GAS TRANS.	616.89	616.89			
ZZZ924	UNITOG	71.52	71.52			
ZZZ926	PHELPS-DODGE	95.70	95.70			
ZZZ929	K.M.S. FUSION	102.15		102.15		
ZZZ933	KNOTTS BERRY FARM	75.16	75.16			
ZZZ939	NEW BRAUNFELS UTILITIES	41.67	41.67			
ZZZ936	CITY OF SHEBOYGAN	88.46	88.46			
ZZZ939	G.E. SUPPLY	36.59		36.59		
ZZZ940	ROBERTSHAW	61.96	61.96			
ZZZ941	UNIV. OF NEW MEXICO	59.04	59.04			
ZZZ942	BROCKWAY GLASS	115.49	115.49			
ZZZ943	DUKE POWER CO.	58.34	58.34			
ZZZ946	P.M.A. SERVICES	63.75	63.75			
ZZZ950	VAPOR ENERGY	313.01	313.01			
ZZZ951	ENVIRONMENTAL - CN	118.91	118.91			
ZZZ952	TECH PRO	58.34	58.34			



PERIOD ENDING DECEMBER 14, 1986

ACCOUNTS RECEIVABLE TRIAL BALANCE - BRISTOL SAYBROOK CO.

PAGE 7

CUSTOMER NUMBER	CUSTOMER NAME	TOTAL DUE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
ZZZ955	CITY OF TALLAHASSEE	58.40	58.40			
ZZZ956	UNIFIED SEWERAGE AGENCY	112.36	112.36			
ZZZ957	WRICH - WRAGS	38.30	38.30			
ZZZ958	ROBERTSHAW CONTROLS	81.88	81.88			
ZZZ961	KAISER ALUM & CHEM	94.67	94.67			
ZZZ963	RHEEM MANUF. CO.	58.40	58.40			
ZZZ964	LIBBY GLASS DIV.	149.35	149.35			
ZZZ977	TEXCEL INTNL.	48.32	48.32			
ZZZ978	AIR POLLUTION CONTROL	63.48	63.48			
ZZZ979	WEST POINT PEPPERELL	36.52	36.52			
ZZZ980	ASSOCIATED BEARINGS	74.46	74.46			
ZZZ986	PILGRIM LAUNDRY	60.01	60.01			
ZZZ989	INLAND STEEL	94.67	94.67			
ZZZ991	UNIV. OF MISSOURI	36.59	36.59			
ZZZ993	HILL-POWER	69.10	69.10			
ZZZ996	RICHARD PATRICK	28.49	28.49			
		648,254.16	451,332.83	161,317.44	23,764.85	11,839.04

5070-11(1)

FAST 16

ACQ A T REM DATE C C ST LIFE LIFE TYPE

PRAT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1966

OLV DEPT ACCT TAG DATE C C ST LIFE LIFE TYPE	ACQ A T	REM	DATE	C	C	ST	LIFE	LIFE	TYPE	ACQ	REMAIN	BOOK	TAX	RESERVE	RESERVE	DEP	DEPR	VTD
1040 0932	9/77	2	1 07	120	6	1				4,566.00	289.01	4,276.99	4,218.75	39.24	39.88	336.79	236.79	
1040 0935	10/78	2	1 07	120	21	1				39,151.27	6,775.24	32,376.03	33,378.24	326.27	326.27	2,032.92	100.23	
1040 0947	1/80	2	1 07	120	36	1				2,005.49	609.36	1,396.13	1,578.38	17.65	17.65	106.23	71.55	
1040 0949	3/80	2	1 07	120	36	1				1,377.00	430.95	946.05	1,045.71	11.48	11.48	71.55		
1040 0822	5/73	6	2 07	64	2	2				636.65	336.65	300.00	336.65					
1040 0936	10/78	2	2 07	120	21	1				16,316.60	2,866.67	13,450.93	14,121.18	139.03	139.03	866.84	86.47	
1040 0943	9/79	1	2 07	96	6	1				1,042.25	104.25	1,194.99	1,194.99	13.72	13.72	89.47	137.76	
1040 0944	10/79	6	2 07	36	2	2				3,857.35	3,857.35	3,857.35	3,857.35	22.11	22.11	137.76		
1040 0945	12/80	2	1 07	84	11	1				1,857.23	234.70	1,622.53	1,622.98					
1040 0912	3/81	6	2 07	84	14	1				1,750.00	202.95	1,547.05	1,491.87	20.84	20.84	129.87	51.84	
1040 0920	12/81	6	2 07	84	23	1				698.75	188.03	510.72	548.98	8.32	8.32	51.84		
1040 1021	4/86	6	2 07	60	31	1				2,942.88	2,940.88	452.88	294.30	49.05	49.05	305.64		
1040 1020	8/85	4	3 07	60	43	1				11,674.18	3,306.68	8,367.50	9,220.67	196.57	196.57	1,212.30		
1040 0933	4/78	2	2 07	120	15	1				3,594.72	441.66	3,153.06	3,102.37	29.96	29.96	186.69	44.48	
1040 0934	6/78	2	2 07	120	17	1				856.00	117.83	738.17	748.29	7.14	7.14	44.48	86.77	
1040 0945	10/79	1	2 07	84	1	1				2,443.87	2,443.87	2,389.95	2,389.95	86.77	86.77	44.48	86.77	
1040 0945	5/82	2	2 07	60	4	1				1,712.97	105.57	1,607.40	1,555.14	28.55	28.55	177.87	89.77	
1040 1005	9/83	2	2 07	120	80	1				1,709.25	1,133.90	575.35	796.31	14.25	14.25	89.77		
1040 0933	4/78	2	2 07	120	15	1				3,594.72	441.66	3,153.06	3,102.37	29.96	29.96	186.69	44.48	
1040 0952	4/74	1	2 07	120	2	2				620.96	620.96	620.96	620.96					
1040 0935	9/73	1	2 07	96	2	2				850.48	850.48	850.48	850.48					
1040 0932	9/73	2	2 07	96	2	2				3,743.60	3,743.60	3,743.60	3,743.60					
1040 0759	2/72	2	2 07	36	3	3				850.50	850.50	850.50	850.50					
1040 0966	1/81	1	2 07	120	48	1				810.00	322.44	487.56	571.29	6.75	6.75	42.06	42.06	
1040 0954	6/75	54								6,875.54	322.44	6,553.10	6,636.74	42.06	42.06			
1040 0930	9/72	22,577.92								88,430.90	22,577.92	65,852.98	66,199.39	5,230.41	5,230.41			
1040 0933	4/78	2	2 07	120	15	1				3,594.72	441.66	3,153.06	3,102.37	29.96	29.96	186.69	44.48	
1040 0934	6/78	2	2 07	120	17	1				856.00	117.83	738.17	748.29	7.14	7.14	44.48	86.77	
1040 0945	10/79	1	2 07	84	1	1				2,443.87	2,443.87	2,389.95	2,389.95	86.77	86.77	44.48	86.77	
1040 0945	5/82	2	2 07	60	4	1				1,712.97	105.57	1,607.40	1,555.14	28.55	28.55	177.87	89.77	
1040 1005	9/83	2	2 07	120	80	1				1,709.25	1,133.90	575.35	796.31	14.25	14.25	89.77		

FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1966

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-R	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
50	27	1015	0000	1/52	2 1 07	60		3	1,500.00		1,500.00	1,500.00		
		1015	0006	12/56	2 1 07	60		3	1,662.50		1,662.50	1,662.50		
		1015	0149	10/57	2 1 07	60		3	2,317.05		2,317.05	2,317.05		
		1015	0150	11/57	2 1 07	120		3	6,161.36		6,161.36	6,161.36		
		1015	0200	6/58	2 1 07	60		3	479.00		479.00	479.00		
		1015	0305	9/59	2 1 07	60		3	867.70		867.70	867.70		
		1015	0509	9/67	2 1 07	120		3	650.00		650.00	650.00		
		1020	0001	9/52	2 1 07	300		3	45,130.17		45,130.17	45,130.17		
		1020	0022	1/56	2 1 07	180		3	3,091.32		3,091.32	3,091.32		
		1020	0077	10/56	2 1 07	132		3	607.19		607.19	607.19		
		1020	0170	1/58	2 1 07	400	45	3	221,539.32	24,807.86	196,731.46	193,277.52	550.41	3,454.30
		1020	0304	9/59	2 1 07	400	72	3	26,937.75	4,866.82	22,070.93	21,650.66	67.45	420.27
		1020	0622	6/68	2 1 07	400	177	3	64,530.43	26,905.82	37,632.61	36,804.16	152.22	948.45
		1020	0630	9/68	2 1 07	240	20	3	3,395.63	270.91	3,116.72	3,028.55	10.15	88.17
		1030	0002	2/53	2 1 07	180		3	11,186.49		11,186.49	11,186.49		
		1030	0023	2/56	2 1 07	264		3	656.48		656.48	656.48		
		1030	0044	5/56	2 1 07	252		3	7,917.51		7,917.51	7,917.51		
		1030	0117	3/57	2 1 07	252		3	1,879.82		1,879.82	1,879.82		
		1030	0174	2/58	2 1 07	240		3	541.71		541.71	541.71		
		1030	0195	5/58	2 1 07	240		3	170.00		170.00	170.00		
		1030	0345	1/60	2 1 07	204		3	875.19		875.19	875.19		
		1030	0436	2/63	2 1 07	168		3	750.00		750.00	750.00		
		1030	0504	7/65	2 1 07	120		3	5,500.00		5,500.00	5,500.00		
		1030	0650	9/69	2 1 07	120		3	6,775.00		6,775.00	6,775.00		
		1030	0685	10/70	2 1 07	120		3	911.92		911.92	911.92		
		1030	0946	12/79	2 1 07	120	35	1	7,878.41	2,272.06	5,606.35	6,111.79	65.66	489.11
		1030	0998	10/82	2 1 07	120	69	1	1,659.00	950.31	708.69	936.93	13.83	86.19
		1040	0064	6/74	2 2 07	60		2	1,505.20		1,505.20	1,505.20		
		1040	0078	12/75	2 2 07	120		1	1,913.00		1,913.00	1,913.00		
		1040	0055	6/80	2 1 07	60		1	750.00		750.00	750.00		
		1040	0961	8/80	2 1 07	96	19	1	2,365.00	460.39	1,904.61	1,973.67	24.64	153.51
									432,120.95	60,542.17	371,578.78	367,470.69		5,560.00
29		1040	0020	7/55	2 1 07	180		3	1,714.16		1,714.16	1,714.16		
		1040	0030	3/56	2 2 07	180		3	1,891.17		1,891.17	1,891.17		
		1040	0039	4/56	2 2 07	180		3	1,519.59		1,519.59	1,519.59		
		1040	0050	5/56	2 2 07	180		3	2,125.68		2,125.68	2,125.68		
		1040	0055	6/56	2 2 07	180		3	550.24		550.24	550.24		
		1040	0061	7/56	2 2 07	180		3	2,098.68		2,098.68	2,098.68		
		1040	0063	7/56	2 2 07	180		3	757.61		757.61	757.61		
		1040	0103	1/57	2 2 07	180		3	1,978.93		1,978.93	1,978.93		
		1040	0121	4/57	2 2 07	180		3	1,757.45		1,757.45	1,757.45		
		1040	0124	5/57	2 2 07	180		3	882.04		882.04	882.04		
		1040	0132	6/57	2 2 07	180		3	2,190.30		2,190.30	2,190.30		
		1040	0183	3/58	2 2 07	240		3	1,319.72		1,319.72	1,319.72		
		1040	0263	3/59	2 2 07	180		3	2,392.64		2,392.64	2,392.64		
		1040	0283	5/59	2 2 07	180		3	2,281.92		2,281.92	2,281.92		

FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C	SF	LIFE	RFM LIFE	TYPE	ACQ COST	REMAIN VALUE-R	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
50	29	1040	0329	12/59	2	2	07	120	3	1,047.90		1,047.90	1,047.90		
		1040	0340	1/60	2	2	07	120	3	737.74		737.74	737.74		
		1040	0356	4/60	2	2	07	120	3	3,110.17		3,110.17	3,110.17		
		1040	0361	4/60	2	2	07	120	3	2,423.64		2,423.64	2,423.64		
		1040	0362	5/60	2	2	07	120	3	592.25		592.25	592.25		
		1040	0366	6/60	6	2	07	120	3	521.00		521.00	521.00		
		1040	0387	12/60	2	2	07	120	3	605.00		605.00	605.00		
		1040	0400	6/61	2	2	07	60	3	809.05		809.05	809.05		
		1040	0412	12/61	2	2	07	60	1	600.50		600.50	600.50		
		1040	0419	1/62	5	2	07	60	3	750.00		750.00	750.00		
		1040	0424	8/62	2	2	07	60	3	660.00		660.00	660.00		
		1040	0427	8/62	5	2	07	36	3	3,125.00		3,125.00	3,125.00		
		1040	0429	11/62	2	2	07	60	3	1,449.00		1,449.00	1,449.00		
		1040	0441	6/63	5	2	07	60	3	1,115.00		1,115.00	1,115.00		
		1040	0445	7/63	5	2	07	36	3	1,200.00		1,200.00	1,200.00		
		1040	0447	8/63	5	2	07	60	3	2,150.00		2,150.00	2,150.00		
		1040	0448	8/63	5	2	07	60	3	4,130.00		4,130.00	4,130.00		
		1040	0453	10/63	5	2	07	60	3	2,505.00		2,505.00	2,505.00		
		1040	0457	11/63	5	2	07	60	3	560.21		560.21	560.21		
		1040	0459	12/63	2	2	07	120	3	10,933.65		10,933.65	10,933.65		
		1040	0461	1/64	2	2	07	96	3	647.00		647.00	647.00		
		1040	0464	2/64	2	2	07	96	3	654.30		654.30	654.30		
		1040	0470	5/64	5	2	07	60	3	905.00		905.00	905.00		
		1040	0471	5/64	5	2	07	60	3	905.00		905.00	905.00		
		1040	0478	8/64	5	2	07	60	3	831.40		831.40	831.40		
		1040	0479	8/64	5	2	07	60	3	1,256.00		1,256.00	1,256.00		
		1040	0481	9/64	5	2	07	60	3	641.70		641.70	641.70		
		1040	0485	11/64	5	2	07	60	1	903.25		903.25	903.25		
		1040	0486	12/64	5	2	07	60	3	590.00		590.00	590.00		
		1040	0489	2/65	2	2	07	120	2	2,400.00		2,400.00	2,400.00		
		1040	0490	2/65	6	2	07	72	3	861.99		861.99	861.99		
		1040	0492	2/65	5	2	07	72	3	675.00		675.00	675.00		
		1040	0494	2/65	5	2	07	72	3	931.50		931.50	931.50		
		1040	0495	3/65	2	2	07	120	2	661.14		661.14	661.14		
		1040	0498	6/65	2	2	07	120	3	4,000.00		4,000.00	4,000.00		
		1040	0501	7/65	2	2	07	120	3	520.00		520.00	520.00		
		1040	0502	8/65	2	2	07	120	2	14,290.00		14,290.00	14,290.00		
		1040	0509	8/65	2	2	07	120	2	713.46		713.46	713.46		
		1040	0511	8/65	5	2	07	72	3	640.00		640.00	640.00		
		1040	0512	9/65	2	2	07	120	2	821.05		821.05	821.05		
		1040	0513	9/65	5	2	07	72	3	550.00		550.00	550.00		
		1040	0514	9/65	5	2	07	72	3	990.00		990.00	990.00		
		1040	0516	9/65	5	2	07	72	3	640.00		640.00	640.00		
		1040	0517	10/65	5	2	07	72	3	1,200.00		1,200.00	1,200.00		
		1040	0519	10/65	5	2	07	72	3	945.45		945.45	945.45		
		1040	0522	1/66	2	2	07	120	2	13,709.00		13,709.00	13,709.00		
		1040	0533	1/66	2	2	07	120	3	749.00		749.00	749.00		
		1040	0534	2/66	2	2	07	120	2	712.56		712.56	712.56		
		1040	0536	3/66	2	2	07	120	2	1,970.90		1,970.90	1,970.90		
		1040	0537	3/66	2	2	07	120	2	3,500.00		3,500.00	3,500.00		

FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A	T	REM C	ST	LIFE	REMA LIFE	TYPE	ACQ COST	REMAIN VALUE-U	BOOK RESERVE	TAR RESERVE	DEP RATE	YTD DEPR
50	29	1040	0543	6/66	5	2	07	60			J	1,190.00		1,190.00	1,190.00		
		1040	0550	8/66	5	2	07	60			J	600.00		600.00	600.00		
		1040	0551	9/66	2	2	07	96			J	2,464.95		2,464.95	2,464.95		
		1040	0552	9/66	2	2	07	120			2	2,929.89		2,929.89	2,929.89		
		1040	0554	10/66	2	2	07	60			J	1,068.12		1,068.12	1,068.12		
		1040	0556	10/66	2	2	07	96			J	884.83		884.83	884.83		
		1040	0561	11/66	2	2	07	96			J	1,451.59		1,451.59	1,451.59		
		1040	0566	12/66	2	2	07	96			2	522.68		522.68	522.68		
		1040	0568	1/67	2	2	07	120			J	856.98		856.98	856.98		
		1040	0570	2/67	2	2	07	120			2	2,009.35		2,009.35	2,009.35		
		1040	0573	2/67	5	2	07	60			J	1,500.00		1,500.00	1,500.00		
		1040	0575	3/67	5	2	07	60			J	3,600.00		3,600.00	3,600.00		
		1040	0576	3/67	5	2	07	60			J	3,150.00		3,150.00	3,150.00		
		1040	0578	4/67	2	2	07	96			2	9,481.24		9,481.24	9,481.24		
		1040	0579	4/67	2	2	07	120			2	713.24		713.24	713.24		
		1040	0583	6/67	2	2	07	120			2	2,142.01		2,142.01	2,142.01		
		1040	0584	7/67	2	2	07	120			2	1,759.60		1,759.60	1,759.60		
		1040	0585	7/67	5	2	07	60			J	1,272.15		1,272.15	1,272.15		
		1040	0586	8/67	2	2	07	120			2	657.38		657.38	657.38		
		1040	0588	8/67	5	2	07	60			J	1,550.00		1,550.00	1,550.00		
		1040	0591	9/67	5	2	07	60			J	1,550.00		1,550.00	1,550.00		
		1040	0594	10/67	2	2	07	120			2	1,759.60		1,759.60	1,759.60		
		1040	0595	10/67	2	2	07	120			2	3,447.40		3,447.40	3,447.40		
		1040	0605	1/68	5	2	07	60			J	2,100.00		2,100.00	2,100.00		
		1040	0607	1/68	2	2	07	120			2	1,092.93		1,092.93	1,092.93		
		1040	0608	2/68	5	2	07	60			J	2,340.00		2,340.00	2,340.00		
		1040	0611	2/68	2	2	07	120			2	5,404.77		5,404.77	5,404.77		
		1040	0614	4/68	5	2	07	60			J	3,200.00		3,200.00	3,200.00		
		1040	0617	4/68	2	2	07	60			J	712.15		712.15	712.15		
		1040	0619	4/68	2	2	07	120			2	2,442.29		2,442.29	2,442.29		
		1040	0628	5/68	5	2	07	60			J	4,600.00		4,600.00	4,600.00		
		1040	0623	6/68	5	2	07	60			J	635.00		635.00	635.00		
		1040	0624	6/68	6	2	07	120			2	520.48		520.48	520.48		
		1040	0636	2/69	2	2	07	36			J	975.00		975.00	975.00		
		1040	0637	2/69	5	2	07	72			J	575.00		575.00	575.00		
		1040	0641	4/69	5	2	07	96			2	6,850.00		6,850.00	6,850.00		
		1040	0642	5/69	5	2	07	36			J	570.00		570.00	570.00		
		1040	0643	6/69	2	2	07	120			2	556.84		556.84	556.84		
		1040	0651	10/69	5	2	07	96			2	5,523.00		5,523.00	5,523.00		
		1040	0652	10/69	5	2	07	36			J	703.50		703.50	703.50		
		1040	0657	12/69	1	2	07	96			2	626.85		626.85	626.85		
		1040	0659	3/70	1	2	07	120			2	530.21		530.21	530.21		
		1040	0663	5/70	1	2	07	120			2	3,658.52		3,658.52	3,658.52		
		1040	0666	6/70	5	2	07	60			J	945.00		945.00	945.00		
		1040	0669	6/70	1	2	07	120			2	7,087.50		7,087.50	7,087.50		
		1040	0670	6/70	5	2	07	36			J	1,312.50		1,312.50	1,312.50		
		1040	0671	6/70	5	2	07	36			J	1,706.25		1,706.25	1,706.25		
		1040	0672	8/70	6	2	07	120			2	1,200.99		1,200.99	1,200.99		
		1040	0676	9/70	5	2	07	96			2	2,135.00		2,135.00	2,135.00		
		1040	0680	9/70	5	2	07	96			2	3,730.00		3,730.00	3,730.00		

FASTIA

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1966

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C	I S T	REM LIFE	LIFE TYPE	ACQ COST	REMAIN VALUE-R	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
50	29	1840	0698	2/71	5	2	07	36	3	525.00	525.00	525.00		
		1840	0703	3/71	2	2	07	60	2	630.00	630.00	630.00		
		1840	0709	4/71	1	2	07	120	2	2,592.35	2,592.35	2,592.35		
		1840	0722	5/71	2	2	07	36	3	808.50	808.50	808.50		
		1840	0726	6/71	2	2	07	36	3	666.75	666.75	666.75		
		1840	0729	6/71	1	2	07	60	2	3,541.61	3,541.61	3,541.61		
									239,848.22		239,848.22	239,848.22		
									780,697.29	85,241.49	695,455.80	695,931.97		11,417.14

FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C	S T	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
51	12	1830	0775	5/72	2	1	07	120	3	835.02		835.02	835.02		
		1840	0737	10/71	5	2	07	36	3	1,925.00		1,925.00	1,925.00		
		1840	0751	1/72	2	2	07	120	2	1,818.00		1,818.00	1,818.00		
		1840	0753	1/72	5	2	07	60	2	980.00		980.00	980.00		
		1840	0760	2/72	1	2	07	120	2	674.14		674.14	674.14		
		1840	0761	2/72	1	2	07	120	2	673.06		673.06	673.06		
		1840	0767	4/72	2	2	07	60	2	550.00		550.00	550.00		
		1840	0777	6/72	5	2	07	60	2	991.30		991.30	991.30		
		1840	0782	9/72	2	2	07	60	2	550.00		550.00	550.00		
		1840	0784	9/72	5	2	07	60	2	1,365.00		1,365.00	1,365.00		
		1840	0788	9/72	2	2	07	60	2	630.00		630.00	630.00		
		1840	0789	9/72	5	2	07	60	2	1,365.00		1,365.00	1,365.00		
		1840	0796	10/72	2	2	07	60	2	1,150.00		1,150.00	1,150.00		
		1840	0797	10/72	2	2	07	60	2	700.00		700.00	700.00		
		1840	0798	10/72	1	2	07	120	2	1,612.04		1,612.04	1,612.04		
		1840	0800	4/64	1	2	07	108	3	2,021.10		2,021.10	2,021.10		
		1840	0801	12/72	5	2	07	60	2	550.00		550.00	550.00		
		1840	0805	1/73	5	2	07	36	2	750.00		750.00	750.00		
		1840	0806	1/73	5	2	07	36	2	560.00		560.00	560.00		
		1840	0807	1/73	2	2	30	36	2	975.00		975.00	975.00		
		1840	0812	3/73	2	2	07	36	2	1,700.00		1,700.00	1,700.00		
		1840	0814	4/73	2	2	07	36	2	1,200.00		1,200.00	1,200.00		
		1840	0818	4/73	5	2	07	36	2	1,700.00		1,700.00	1,700.00		
		1840	0829	9/73	5	2	07	60	2	650.00		650.00	650.00		
		1840	0830	9/73	5	2	07	60	2	650.00		650.00	650.00		
		1840	0845	12/73	5	2	07	36	2	1,500.00		1,500.00	1,500.00		
		1840	0846	12/73	5	2	07	36	2	600.00		600.00	600.00		
		1840	0847	12/73	5	2	30	36	2	600.00		600.00	600.00		
		1840	0848	1/74	5	2	30	36	2	600.00		600.00	600.00		
		1840	0850	3/74	5	2	22	60	2	1,840.00		1,840.00	1,840.00		
		1840	0857	5/74	5	2	07	48	2	2,025.00		2,025.00	2,025.00		
		1840	0861	5/74	5	2	07	60	2	1,399.20		1,399.20	1,399.20		
		1840	0874	2/75	1	2	07	60	2	525.00		525.00	525.00		
		1840	0922	4/77	5	2	07	60	1	1,250.00		1,250.00	1,250.00		
		1840	0923	4/77	5	2	07	60	1	900.00		900.00	900.00		
		1840	0924	4/77	5	2	07	60	1	1,250.00		1,250.00	1,250.00		
		1840	0938	1/79	5	2	07	36	1	550.00		550.00	550.00		
		1840	0939	2/79	5	2	07	60	1	1,475.00		1,475.00	1,475.00		
		1840	0940	2/79	5	2	07	60	1	2,090.00		2,090.00	2,090.00		
		1840	0941	6/79	5	2	07	60	1	1,150.00		1,150.00	1,150.00		
		1840	0942	6/79	1	2	07	120	29	595.00	142.65	452.35	481.00	4.95	30.84
		1840	0948	3/80	1	2	07	120	30	797.98	250.13	547.85	605.98	6.65	41.43
		1840	0950	3/80	5	2	07	60	1	3,450.00		3,450.00	3,450.00		
		1840	0951	4/80	2	2	07	96	15	696.08	108.34	587.74	599.82	7.24	45.24
		1840	0952	4/80	5	2	35	60	1	3,500.00		3,500.00	3,500.00		
		1840	0953	4/80	5	2	35	60	1	6,700.00		6,700.00	6,700.00		
		1840	0957	6/80	5	2	07	60	1	1,400.00		1,400.00	1,400.00		
		1840	0960	8/80	5	2	07	60	1	875.00		875.00	875.00		
		1840	0966	12/80	5	2	07	60	1	560.00		560.00	560.00		
		1840	0967	12/80	1	2	07	96	73	1,500.00	353.01	1,146.99	1,212.71	15.63	97.38

FAST16

PRAFT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-0	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
51	12	1840	0969	2/81	5 2 07	60		1	1,500.00		1,500.00	1,500.00		
		1840	0969	5/81	5 2 07	60		1	1,996.50		1,996.50	1,996.50		
		1840	0973	5/81	5 2 07	60		1	1,600.00		1,600.00	1,600.00		
		1840	0974	5/81	2 2 07	96	20	1	812.53	233.97	578.56	629.82	8.47	82.77
		1840	0978	9/81	5 2 07	60		1	3,000.00		3,000.00	2,944.47		92.50
		1840	0981	9/81	5 2 07	60		1	1,400.00		1,400.00	1,374.03		42.80
		1840	0982	9/81	5 2 35	60		1	875.00		875.00	858.86		26.54
		1840	0983	10/81	5 2 07	60		1	4,200.00		4,200.00	4,082.40		209.81
		1840	0986	11/81	5 2 49	60		1	2,000.00		2,000.00	1,924.10		130.21
		1840	0991	12/81	5 2 07	60		1	4,200.00		4,200.00	3,999.59		339.09
		1840	0992	12/81	5 2 07	60		1	6,551.21		6,551.21	6,238.47		528.96
		1840	0993	1/82	2 2 07	60		1	4,064.26		4,064.26	3,838.28		466.38
		1840	0994	2/82	5 2 07	60		1	1,800.00	20.76	1,779.24	1,679.89	30.00	186.93
		1840	0996	6/82	5 2 07	60	5	1	6,700.00	515.20	6,184.80	6,029.15	111.67	695.79
		1840	1000	6/83	1 2 07	120	77	1	10,239.87	6,537.29	3,702.58	5,077.77	85.34	531.75
		1840	1001	6/83	5 2 07	60	17	1	15,800.00	4,375.24	11,424.76	12,492.28	263.34	1,648.78
		1840	1002	6/83	5 2 07	60	17	1	17,057.00	4,723.18	12,333.82	13,486.03	284.29	1,771.35
		1840	1003	9/83	5 2 07	60	20	1	1,650.00	539.55	1,110.45	1,252.45	27.50	171.33
		1840	1004	9/83	5 2 07	60	20	1	8,800.00	2,876.00	5,923.20	6,679.82	146.67	913.86
		1840	1007	12/83	5 2 07	60	23	1	7,000.00	2,638.22	4,361.78	5,061.52	116.67	726.96
		1840	1008	12/83	5 2 07	60	23	1	3,895.00	1,467.87	2,427.13	2,816.38	64.92	404.52
		1840	1009	12/83	1 2 07	120	83	1	3,515.22	2,419.73	1,095.49	1,525.10	29.30	182.58
		1840	1010	1/84	5 2 07	60	24	1	2,700.00	1,069.62	1,630.38	1,922.40	45.00	288.38
		1840	1011	2/84	5 2 07	60	25	1	2,657.00	1,093.34	1,563.66	1,855.86	44.29	275.94
		1840	1012	3/84	2 2 07	60	26	1	6,789.40	2,898.33	3,891.07	4,664.83	113.16	705.09
		1840	1013	6/84	5 2 07	60	29	1	1,750.00	834.41	915.59	1,139.36	29.17	181.77
		1840	1017	5/85	5 2 07	60	40	1	1,645.00	1,080.16	556.84	718.74	27.42	170.85
		1840	1019	8/85	5 2 07	60	43	1	1,396.25	993.33	402.92	504.78	23.28	145.05
		1840	1023	6/86	1 2 07	60	53	1	15,990.40	14,022.33	1,968.07	492.01	286.51	1,680.56
									205,989.16	49,199.46	156,789.70	162,090.98		12,689.41
10		1840	1006	9/83	1 2 07	120	80	1	2,380.00	1,578.90	801.10	1,188.73	19.84	123.60
		1840	1014	6/84	1 2 07	120	89	1	3,287.50	2,427.55	859.95	1,215.90	27.40	170.73
		1840	1015	6/84	1 2 07	120	89	1	3,287.50	2,427.55	859.95	1,215.90	27.40	170.73
									8,955.00	6,434.00	2,521.00	3,540.53		465.06
									214,944.16	55,633.46	159,310.70	165,631.51		13,154.47



FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A	C	ST	LIFE	REMA LIFF	TYPE	ACQ CUST	REMAIN VALUE-B	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
52	13	1840	0752	1/72	2	2	07	36		3	800.00		800.00	800.00		
		1840	0764	4/72	2	2	07	60		2	830.00		830.00	830.00		
		1840	0771	5/72	5	2	07	60		2	695.00		695.00	695.00		
		1840	0783	9/72	2	2	07	60		2	600.00		600.00	600.00		
		1840	0792	10/72	5	2	39	60		2	1,400.00		1,400.00	1,400.00		
		1840	0793	10/72	5	2	39	60		2	1,400.00		1,400.00	1,400.00		
		1840	0795	10/72	5	2	07	60		2	1,545.00		1,545.00	1,545.00		
		1840	0808	1/73	1	2	07	60		2	2,166.75		2,166.75	2,166.75		
		1840	0815	4/73	2	2	39	36		2	2,000.00		2,000.00	2,000.00		
		1840	0817	4/73	2	2	39	36		2	750.00		750.00	750.00		
		1840	0819	4/73	2	2	07	36		2	575.00		575.00	575.00		
		1840	0824	6/73	5	2	39	36		2	1,800.00		1,800.00	1,800.00		
		1840	0825	6/73	5	2	07	36		2	600.00		600.00	600.00		
		1840	0827	6/73	5	2	07	60		2	1,825.00		1,825.00	1,825.00		
		1840	0828	6/73	5	2	39	60		2	1,500.00		1,500.00	1,500.00		
		1840	0836	10/73	5	2	07	60		2	700.00		700.00	700.00		
		1840	0843	12/73	5	2	07	60		2	1,575.00		1,575.00	1,575.00		
		1840	0844	12/73	5	2	07	36		2	630.00		630.00	630.00		
		1840	0854	4/74	5	2	07	60		2	1,300.00		1,300.00	1,300.00		
		1840	0855	4/74	5	2	39	60		2	4,800.00		4,800.00	4,800.00		
		1840	0856	4/74	2	2	07	120		2	860.00		860.00	860.00		
		1840	0858	5/74	5	2	07	48		2	1,045.00		1,045.00	1,045.00		
		1840	0863	6/74	5	2	07	60		2	1,400.00		1,400.00	1,400.00		
		1840	0865	6/74	5	2	39	60		2	7,700.00		7,700.00	7,700.00		
		1840	0866	9/74	5	2	07	60		2	1,150.00		1,150.00	1,150.00		
		1840	0867	9/74	5	2	07	60		2	825.00		825.00	825.00		
		1840	0868	9/74	5	2	21	60		2	571.00		571.00	571.00		
		1840	0869	9/74	5	2	07	60		2	525.00		525.00	525.00		
		1840	0870	12/74	5	2	39	60		2	800.00		800.00	800.00		
		1840	0873	2/75	1	2	07	120		2	1,219.00		1,219.00	1,219.00		
		1840	0912	3/76	1	2	07	120		1	572.90		572.90	572.90		
		1840	0914	6/76	5	2	13	60		1	586.30		586.30	586.30		
		1840	0916	9/76	5	2	21	60		1	660.00		660.00	660.00		
		1840	0920	4/77	5	2	07	60		1	700.00		700.00	700.00		
		1840	0925	4/77	5	2	07	96		1	3,240.00		3,240.00	3,240.00		
		1840	0926	5/77	5	2	07	60		1	642.00		642.00	642.00		
		1840	0954	5/80	5	2	07	60		1	1,250.00		1,250.00	1,250.00		
		1840	0962	11/80	5	2	07	60		1	825.00		825.00	825.00		
		1840	0963	11/80	5	2	07	60		1	1,100.00		1,100.00	1,100.00		
		1840	0965	11/80	5	2	07	60		1	1,680.00		1,680.00	1,680.00		
		1840	0975	5/81	5	2	35	60		1	899.00		899.00	899.00		
		1840	0985	11/81	5	2	07	60		1	600.00		600.00	577.28		39.23
		1840	0987	11/81	5	2	07	60		1	2,250.00		2,250.00	2,164.66		146.93
		1840	0988	11/81	5	2	07	60		1	12,600.00		12,600.00	12,121.38		823.66
		1840	0997	10/82	5	2	49	60		1	2,100.00	306.93	1,793.07	1,806.00	35.00	218.07
		1840	0999	1/83	5	2	07	60	12	1	2,500.00	490.38	2,009.62	2,068.02	41.67	259.62
		1840	1018	6/83	5	2	07	60	41	1	2,800.00	1,929.17	920.83	1,192.65	47.50	295.88
											78,641.95	2,726.48	75,915.47	75,671.94		1,783.49

FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1966

DIV	DEPT	ACCT	TAG	ACQ DATE	A C	T ST	LIFE	RCM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR	
53	14	1040	0813	3/73	1	2	07	120		2	952.30		952.30			
		1040	0937	12/72	1	2	07	120	23	1	4,094.50	771.00	3,323.42	34.13	212.64	
		1040	0950	6/80	5	2	07	60		1	767.29		767.29			
		1040	0959	6/80	5	2	07	60		1	690.79		690.79			
		1040	0971	3/81	2	2	07	36		1	830.23		830.23			
		1040	1016	3/85	5	2	07	60	30	1	4,500.00	2,021.15	1,478.85	2,153.02	75.00	467.31
		1040	1022	6/86	1	2	07	60	51	1	2,300.00	1,946.00	353.91	230.01	36.34	230.09
											14,135.11	5,538.32	8,596.79	9,068.71	918.84	
											14,135.11	5,538.32	8,596.79	9,068.71	918.84	

FAST16

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C	ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	BOOK RESERVE	TAX RESERVE	DEP RATE	YTD DEPR
54	18	1840	0877	9/75	2 2	07	120		1	2,669.11		2,669.11	2,669.11		
		1840	0879	12/75	5 2	09	60		1	613.60		613.60	613.60		
		1840	0885	12/75	5 2	07	60		2	964.00		964.00	964.00		
		1840	0888	12/75	5 2	07	60		2	1,393.00		1,393.00	1,393.00		
		1840	0889	12/75	5 2	07	60		2	710.00		710.00	710.00		
		1840	0890	12/75	5 2	07	60		2	690.00		690.00	690.00		
		1840	0891	12/75	5 2	07	60		2	575.00		575.00	575.00		
		1840	0892	12/75	5 2	07	60		2	780.00		780.00	780.00		
		1840	0893	12/75	5 2	07	60		2	5,336.00		5,336.00	5,336.00		
		1840	0894	12/75	5 2	07	60		2	5,428.00		5,428.00	5,428.00		
		1840	0895	12/75	5 2	07	60		2	1,233.00		1,233.00	1,233.00		
		1840	0896	12/75	1 2	07	60		2	583.00		583.00	583.00		
		1840	0899	12/75	1 2	07	60		2	952.00		952.00	952.00		
		1840	0901	12/75	1 2	07	60		2	739.00		739.00	739.00		
		1840	0902	12/75	1 2	07	60		2	596.00		596.00	596.00		
		1840	0903	12/75	1 2	07	60		2	593.00		593.00	593.00		
		1840	0906	12/75	2 2	07	60		2	537.00		537.00	537.00		
		1840	0908	12/75	2 2	07	60		2	879.00		879.00	879.00		
		1840	0909	12/75	2 2	07	60		2	755.00		755.00	755.00		
		1840	0911	3/76	1 2	07	120		1	350.96		350.96	350.96		
		1840	0917	10/76	5 2	07	60		1	1,400.00		1,400.00	1,400.00		
		1840	0921	4/77	5 2	07	60		1	2,200.00		2,200.00	2,200.00		
		1840	0964	11/80	5 2	09	60		1	2,500.00		2,500.00	2,500.00		
		1840	0970	3/81	5 2	07	60		1	1,150.00		1,150.00	1,150.00		
		1840	0976	6/81	5 2	21	60		1	4,250.00		4,250.00	4,250.00		
		1840	0977	9/81	5 2	07	60		1	4,450.00		4,450.00	4,367.61		136.92
		1840	0979	9/81	5 2	07	60		1	675.00		675.00	662.59		20.96
		1840	0980	9/81	5 2	07	60		1	545.00		545.00	514.90		16.30
		1840	0989	11/81	5 2	07	60		1	2,400.00		2,400.00	2,308.77		157.11
										45,946.67		45,946.67	45,750.54		331.37
										45,946.67		45,946.67	45,750.54		331.37
										1,331,980.51	215,547.14	1,116,433.37	1,124,301.95		43,830.43

S. L. ... 1.1 (c) ...  
S. L. ... 4.1 (c)

ME

FAS16A

PHANT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-D	DESCRIPTION
50	09	1840	0773	5/72	6 2 07	60		2	782.78		CALCULATOR
		1840	0781	9/72	6 2 07	60		2	1,484.16		COPIER
									2,266.94		
19		1840	0770	12/50	6 2 07	264		3	837.93		CALCULATOR
									837.93		
20		1815	0932	9/77	2 1 07	120	8	1	4,560.00	289.01	REPAIR DRIVEWAY
		1830	0935	10/78	2 1 07	120	21	1	39,151.27	6,775.24	ROOF RESTORATION
		1830	0947	1/80	2 1 07	120	36	1	2,045.69	609.36	SCOTCHTINT FILM
		1830	0949	3/80	2 1 07	120	38	1	1,377.00	430.95	FIRE HYDRANT
		1840	0822	5/73	6 2 07	84		2	636.65		CALCULATOR
		1840	0936	10/78	2 2 07	120	21	1	16,563.90	2,866.67	TELEPHONE SYSTEM
		1840	0943	9/79	1 2 07	96	8	1	1,316.60	104.25	COMPRESSOR
		1840	0943	12/80	2 1 07	84	11	1	1,857.23	234.78	COMPRESSOR PARTS
		1840	0944	10/79	6 2 07	36		2	3,857.35		IBM DATA STATION
		1840	0972	3/81	6 2 07	84	14	1	1,750.00	282.95	TELETYPEWRITER
		1848	0998	12/81	6 2 07	84	23	1	698.75	188.03	IBM TYPEWRITER
		1840	1020	8/85	4 3 07	60	43	1	11,674.18	6,386.68	1985 CHEVY VAN
		1840	1021	4/86	6 2 07	60	51	1	2,942.88	2,490.08	CANON COPIER
									88,430.90	22,577.92	
24		1840	0759	2/72	2 2 07	36		3	850.50		ELEC HOLE TESTER
		1840	0832	9/73	2 2 07	96		2	3,743.60		BASIC GEAR TESTER
		1840	0833	9/73	1 2 07	96		2	850.40		SPRING TESTER
		1840	0852	4/74	1 2 07	120		2	620.96		MICROMETER
		1840	0968	1/81	1 2 07	120	48	1	810.00	322.44	MINI-MET POLISHER
									6,875.54	322.44	
25		1840	0933	4/78	2 2 07	120	15	1	3,594.72	441.86	STORAGE RACKS
		1840	0934	6/78	2 2 07	120	17	1	856.00	117.83	PALLETT RACKS
		1840	0945	10/79	1 2 07	84		1	2,443.87		SCALE PENN METER
		1840	0995	5/82	2 2 07	60	4	1	1,712.97	105.57	REPAIR FORK LIFT
		1840	1005	9/81	2 2 07	120	60	1	1,709.25	1,133.90	STORAGE RACKS
									10,316.01	1,798.96	

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C S T	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALU-0
50	27	1815	0000	1/52	2 1 07	60		J	1,500.00	
		1815	0086	12/56	2 1 07	60		J	1,062.50	
		1815	0149	10/57	2 1 07	60		J	2,317.85	
		1815	0154	11/57	2 1 07	120		J	6,161.36	
		1815	0200	6/56	2 1 07	60		J	479.00	
		1815	0305	9/59	2 1 07	60		J	867.70	
		1815	0589	9/67	2 1 07	120		J	650.00	
		1820	0001	9/52	2 1 07	300		J	45,138.17	
		1820	0022	1/56	2 1 07	180		J	3,091.32	
		1820	0077	10/56	2 1 07	132		J	607.19	
		1820	0170	1/58	2 1 07	400	45	J	221,539.32	24,807.86
		1820	0304	9/59	2 1 07	400	72	J	26,937.75	4,866.62
		1820	0422	6/68	2 1 07	400	177	J	64,538.43	26,905.82
		1820	0630	9/68	2 1 07	240	20	J	3,395.63	278.91
		1830	0002	2/53	2 1 07	180		J	11,186.49	
		1830	0023	2/56	2 1 07	244		J	658.48	
		1830	0044	5/56	2 1 07	252		J	7,917.53	
		1830	0117	3/57	2 1 07	252		J	1,079.62	
		1830	0174	2/58	2 1 07	240		J	541.71	
		1830	0195	5/58	2 1 07	240		J	170.00	
		1830	0345	1/60	2 1 07	204		J	875.19	
		1830	0436	2/63	2 1 07	168		J	750.00	
		1830	0504	7/65	2 1 07	120		J	5,500.00	
		1830	0650	9/69	2 1 07	120		J	6,775.00	
		1830	0685	10/70	2 1 07	120		J	911.92	
		1830	0946	12/79	2 1 07	120	35	I	7,878.41	2,272.06
		1830	0990	10/82	2 1 07	120	64	I	1,659.00	950.31
		1840	0864	6/74	2 2 07	60		I	1,505.20	
		1840	0878	12/75	1 2 07	120		I	1,913.00	
		1840	0955	6/80	2 1 07	60		I	750.00	
		1840	0961	8/80	2 1 07	96	19	I	2,365.00	460.39
									432,120.95	60,542.17

DRIVEWAY  
 PARKING LOT  
 PARKING AREAS  
 DRIVEWAY IMPROVEMENTS  
 BLACK TOP WORKS  
 BLACK TOP + OIL  
 DRIVEWAY 11' X 70'  
 BUILDING-BANK-MAIN BLDG  
 " -WOOD- STORAGE SHED  
 STORAGE SHED  
 NEW BUILDING ANNEX  
 " "  
 " "  
 WORKSHOP ADDITION  
 BLDG IMPROVEMENTS  
 WIRING CIRCUITS  
 ADDITION TO 2ND FLOOR  
 NEW COMBUSTION CHIMNEY + DRAFT FAN  
 WIRING FIXTURES  
 BOILER FEEDER  
 BLDG IMPROVEMENT  
 WATER FLOW SERV  
 AIR CONDITIONER  
 REROOFING  
 REMODEL CONF RM  
 REP ROOF ENG DPT  
 ALUMINUM SIDING  
 TRACTOR MOWER  
 COMPRESSOR HEAD  
 BOILER REPAIRS  
 REVIRE OIL BURNER

20	1840	0020	7/55	2 1 07	180			J	1,714.16	
	1840	0030	3/56	2 2 07	180			J	1,891.17	
	1840	0039	4/56	2 2 07	180			J	1,519.59	
	1840	0050	5/56	2 2 07	180			J	2,125.68	
	1840	0055	6/56	6 2 07	180			J	558.24	
	1840	0061	7/56	2 2 07	180			J	2,098.68	
	1840	0063	7/56	6 2 07	180			J	757.61	
	1840	0103	1/57	2 2 07	180			J	1,978.93	
	1840	0121	4/57	2 2 07	180			J	1,757.45	
	1840	0124	5/57	2 2 07	180			J	882.04	
	1840	0132	6/57	2 2 07	180			I	2,190.30	
	1840	0141	1/58	2 2 07	240			J	1,319.72	
	1840	0263	3/59	2 2 07	180			J	2,392.64	
	1840	0283	5/59	2 2 07	180			J	2,281.92	

BRIDGEPORT TURNER MILLING AREA  
 COMPRESSOR  
 BANDSAW  
 LATHE  
 SAFE FILE C. TRAY  
 LATHE  
 PORT PARTITIONS  
 LATHE  
 LATHE  
 REVOLVING MACH  
 GEAR HOBBER  
 GRINDER  
 SPURGEAR HOBBER  
 SPURGEAR HOBBER

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C ST	REM LIFE	LIFE TYPE	ACQ CDST	REMAIN VALUE-B	DESCRIPTION
50	29	1840	0329	12/59	2 2 07	120	3	1,047.98		ROTOR PIN ASSY
		1840	0340	1/60	2 2 07	120	3	737.74		DEGREASER
		1840	0356	4/60	2 2 07	120	3	3,116.17		TEST BENCHES
		1840	0361	4/60	2 2 07	120	3	2,423.64		60FT CONVEYR
		1840	0362	5/60	2 2 07	120	3	592.25		MEAS & CUT MACH
		1840	0366	6/60	6 2 07	120	3	521.00		ELEC TYPEWRITER
		1840	0387	12/60	2 2 07	120	3	685.00		SIGNAL GENERATOR
		1840	0400	6/61	2 2 07	60	3	889.05		DUAL TRACE SCOPE
		1840	0412	12/61	2 2 07	60	3	688.58		GENERATOR
		1840	0419	1/62	5 2 07	60	3	750.00		DIE FOR POLE PCS
		1840	0424	8/62	2 2 07	60	3	660.00		SIGNAL GENERATOR
		1840	0427	8/62	5 2 07	36	3	3,125.00		4 CAVITY MOLD
		1840	0429	11/62	2 2 07	60	3	1,449.00		MICROMHARD TESTER
		1840	0441	6/63	5 2 07	60	3	3,115.00		GEAR DIE VCAS-14
		1840	0445	7/63	5 2 07	36	3	1,200.00		MOLD VCA-83-39
		1840	0447	8/63	5 2 07	60	3	2,150.00		6 CAVITY DIE
		1840	0448	8/63	5 2 07	60	3	4,130.00		STAMPING DIE
		1840	0453	10/63	5 2 07	60	3	2,585.00		TOOL VCA62-173
		1840	0457	11/63	5 2 07	60	3	568.21		ASSEMBLY FIXTURE
		1840	0459	12/63	2 2 07	120	3	10,933.65		STAKING MACHINE
		1840	0461	1/64	2 2 07	96	3	647.08		OPTICAL MEASURER
		1840	0464	2/64	2 2 07	96	3	654.30		
		1840	0470	5/64	5 2 07	60	3	985.00		DIE PIERCE BLANK
		1840	0471	5/64	5 2 07	60	3	985.00		DIE PIERCE BLANK
		1840	0476	8/64	5 2 07	60	3	831.40		BLANK NOTCH DIE
		1840	0479	8/64	5 2 07	60	3	1,256.00		PIERCE DRAW DIE
		1840	0481	9/64	5 2 07	60	3	641.70		DIE PART #73-8
		1840	0485	11/64	5 2 07	60	3	983.25		DIE PART #21F
		1840	0486	12/64	5 2 07	60	3	590.00		TOOL PART #32-12
		1840	0489	2/65	2 2 07	120	2	2,400.00		DBL HEAD WELDER
		1840	0490	2/65	6 2 07	72	3	861.99		CALCULATOR
		1840	0492	2/65	5 2 07	72	3	675.00		DIE PART #62-235
		1840	0494	2/65	5 2 07	72	3	911.50		DIE PART #62-236
		1840	0495	3/65	2 2 07	120	2	661.14		GAUSSMETER
		1840	0498	6/65	2 2 07	120	3	4,800.00		ELECTRONIC TIMER
		1840	0501	7/65	2 2 07	120	3	526.06		TOPS TABLES ETC
		1840	0507	8/65	2 2 07	120	2	14,290.06		ASSEMBLY MACHINE
		1840	0509	8/65	2 2 07	120	2	713.46		2 TON MULTIPRESS
		1840	0511	8/65	5 2 07	72	3	640.00		DIE PART #69-73
		1840	0512	9/65	2 2 07	120	2	821.05		PRESSTAKER
		1840	0513	9/65	5 2 07	72	3	550.00		DIE #62-241C242
		1840	0514	9/65	5 2 07	72	3	900.00		DIE PART #73-14
		1840	0516	9/65	5 2 07	72	3	640.00		DIE #63-52683-53
		1840	0517	10/65	5 2 07	72	3	1,200.00		DIE #62-240C239
		1840	0519	10/65	5 2 07	72	3	945.45		DIE #68-24068-25
		1840	0532	1/66	2 2 07	120	2	11,709.00		GEAR HOBBIING MAC
		1840	0533	1/66	2 2 07	120	3	749.00		PRESSTAKER
		1840	0534	2/66	2 2 07	120	2	712.56		2 TON MULTIPRESS
		1840	0536	3/66	2 2 07	120	2	1,970.90		WT 90 LIFT TRUCK
		1840	0537	3/66	2 2 07	120	2	3,588.00		HOB SHARPENER

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1966

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C ST	REM LIFE	LIFE TYPE	ACQ COST	REMAIN VALUE-B	DESCRIPTION
50	29	1840	0543	8/66	5 2 07	60	3	1,100.00		DIE PART #5-3M
		1840	0550	8/66	5 2 07	60	3	600.00		DIE FOR #63-5-5
		1840	0551	9/66	2 2 07	96	3	2,464.95		MODEL F 5 1/2KVA
		1840	0552	9/66	2 2 07	120	2	2,929.89		MONAROMATIC MACH
		1840	0554	10/66	2 2 07	60	3	1,068.12		ROCKWELL HARDNER
		1840	0556	10/66	2 2 07	96	3	884.83		17M NIKRON V606C
		1840	0561	11/66	2 2 07	96	3	1,451.59		LIGHT DUTY BAND
		1840	0566	12/66	2 2 07	96	2	522.68		COIL CRADLE
		1840	0568	1/67	2 2 07	120	3	856.98		COMPRESSOR
		1840	0570	2/67	2 2 07	120	2	2,009.35		STRAIGHTEN MACH
		1840	0573	2/67	5 2 07	60	3	1,500.00		DIE PART #21 HUB
		1840	0575	3/67	5 2 07	60	3	3,600.00		PROG DIE #12-6
		1840	0576	3/67	5 2 07	60	3	3,150.00		PROG DIE FOR #11
		1840	0578	4/67	2 2 07	96	2	9,481.24		GEAR HOBBING
		1840	0579	4/67	2 2 07	120	2	713.24		2 TON MULTIPRESS
		1840	0583	6/67	2 2 07	120	2	2,142.01		SOUTH BEND LATHE
		1840	0584	7/67	2 2 07	120	2	1,759.60		2 TON MULTIPRESS
		1840	0585	7/67	5 2 07	60	3	1,272.15		DIE FOR #5-5
		1840	0586	8/67	2 2 07	120	2	657.38		1 TON MULTIPRESS
		1840	0588	8/67	5 2 07	60	3	1,550.00		TOOL RTR CUP 20F
		1840	0591	9/67	5 2 07	60	3	1,550.00		TOOLING VCA
		1840	0594	10/67	2 2 07	120	2	1,759.60		2 TON MULTIPRESS
		1840	0595	10/67	2 2 07	120	2	3,447.40		GENERATOR
		1840	0605	1/68	5 2 07	60	3	2,100.00		DIE PART 5-502
		1840	0607	1/68	2 2 07	120	2	1,892.93		PLATFORM TRUCKS
		1840	0608	2/68	5 2 07	60	3	2,340.00		DIE K1 WL K1 VR
		1840	0611	2/68	2 2 07	120	2	5,404.77		TABLE COMPARTOR
		1840	0614	4/68	5 2 07	60	3	3,200.00		20-4420 TOOL
		1840	0617	4/68	2 2 07	60	3	712.15		DIVIDING HEAD
		1840	0619	4/68	2 2 07	120	2	2,442.29		SURFACE GRINDER
		1840	0620	5/68	5 2 07	60	3	4,600.00		DIE 270 REV L
		1840	0623	6/68	5 2 07	60	3	635.00		DIE 20-1 RTR CUP
		1840	0624	6/68	6 2 07	120	2	520.48		1JS DRAWER UNITS
		1840	0636	2/69	2 2 07	36	3	975.00		TOOL T75-94 STOP
		1840	0637	2/69	5 2 07	72	3	575.00		BLANK DIE
		1840	0641	4/69	5 2 07	96	2	6,050.00		16 CAVITY MOLD
		1840	0642	5/69	5 2 07	36	3	570.00		SHADING RING DIE
		1840	0643	6/69	2 2 07	120	2	556.84		TRACTOR HT 35
		1840	0651	10/69	5 2 07	96	2	5,523.00		DIE
		1840	0652	10/69	5 2 07	36	3	703.50		1 CAV TEMP MOLD
		1840	0657	12/69	1 2 07	96	2	626.85		DBL SWIVEL HEAD
		1840	0659	3/70	1 2 07	120	2	530.21		MUFFLE FURNACE
		1840	0663	5/70	1 2 07	120	2	3,658.52		OSCILLOSCOPE
		1840	0666	6/70	5 2 07	60	3	945.00		TOOL 3-12 CORE
		1840	0669	6/70	1 2 07	120	2	7,087.50		PRESSTAKER SYS
		1840	0670	6/70	5 2 07	36	3	1,312.50		TOOL OUTPUT GEAR
		1840	0671	6/70	5 2 07	36	3	1,706.25		TOOL WHEEL PINION
		1840	0672	8/70	4 2 07	120	2	1,700.99		OFFICE FURNITURE
		1840	0676	9/70	5 2 07	96	2	2,135.00		PIERCE BLANK DIE
		1840	0680	9/70	5 2 07	96	2	3,730.00		DIE PMS1-62

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C	I C	ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	DESCRIPTION
50	29	1840	0698	2/71	5	2	07	36		3	525.00		BLANKING DIE
		1840	0703	3/71	2	2	07	60		2	630.00		TOOL FOR PNT4-11
		1840	0709	4/71	1	2	07	120		2	2,592.35		DEGREASER
		1840	0722	5/71	2	2	07	36		3	808.50		TOOL PNT63-57
		1840	0726	6/71	2	2	07	36		3	666.75		TOOL PNT89-19
		1840	0729	6/71	1	2	07	60		2	3,541.61		VCD PRESS
											239,848.22		
											780,697.29	85,241.49	



FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	DESCRIPTION
SI	12	1830	0775	5/72	2 1 07	120		3	835.82		BUILD 3 OFFICES
		1840	0737	10/71	5.2 07	36		3	1,925.00		DIE SK042771-1
		1840	0751	1/72	2 2 07	120		2	1,818.00		TOOL PNT32-19
		1840	0753	1/72	5 2 07	60		2	900.00		DIE PMS-5FR-2
		1840	0760	2/72	1.2 07	120		2	874.14		HYDRAULIC PRESS
		1840	0761	2/72	1 2 07	120		2	673.06		HYDRAULIC PRESS
		1840	0767	4/72	2 2 07	60		2	550.00		TOOL PMS-12
		1840	0777	6/72	5 2 07	60		2	991.30		DIE PIERCE TRIM
		1840	0782	9/72	2 2 07	60		2	550.00		TOOL PNT-4-9
		1840	0784	9/72	5 2 07	60		2	1,365.00		DIE NOTCH & TRIM
		1840	0788	9/72	2 2 07	60		2	638.00		TOOL PNT38-17
		1840	0789	9/72	5 2 07	60		2	1,365.00		DIE NOTCH & TRIM
		1840	0796	10/72	2 2 07	60		2	1,150.00		TOOLING
		1840	0797	10/72	2 2 07	60		2	700.00		TOOLING
		1840	0798	10/72	1 2 07	120		2	1,612.84		PRINTING MACHINE
		1840	0800	4/64	1 2 07	108		3	2,021.10		PUNCH PRESS
		1840	0801	12/72	5 2 07	60		2	550.00		MOLD
		1840	0805	1/73	5 2 07	36		2	750.00		BLANKING DIE
		1840	0806	1/73	5 2 07	36		2	560.00		FORM DIE ES
		1840	0807	1/73	2 2 30	36	<i>new die</i>	2	975.00		TOOLING
		1840	0812	3/73	2 2 07	36		2	1,700.00		TOOLING
		1840	0814	4/73	2 2 07	36		2	1,200.00		TOOLING
		1840	0818	4/73	5 2 07	36		2	1,700.00		DIE PMSK042771-1
		1840	0829	9/73	5 2 07	60		2	650.00		TOOL TSK110672-2
		1840	0830	9/73	5 2 07	60		2	650.00		TOOL TSK110772-2
		1840	0845	12/73	5 2 07	36		2	1,500.00		DIE T002-095-000
		1840	0846	12/73	5 2 07	36		2	600.00		1 CAVITY MOLD
		1840	0847	12/73	5 2 30	36	<i>Pennsylv</i>	2	600.00		TOOLING BEARING
		1840	0848	1/74	5 2 30	36	<i>Pennsylv</i>	2	600.00		TOOLING BEARING
		1840	0850	3/74	5 2 22	60	<i>Michig</i>	2	1,840.00		1 CAVITY MOLD
		1840	0857	5/74	5 2 07	60		2	2,025.00		ROTOR CUP DIE
		1840	0861	5/74	5 2 07	60		2	1,399.20		#15 POST DIE SET
		1840	0874	2/75	1 2 07	60		2	525.00		BASE & NEST ASSY
		1840	0922	4/77	5 2 07	60		1	1,250.00		DIE R1-WL POLEPC
		1840	0923	4/77	5 2 07	60		1	900.00		DIE R2-SR POLEPC
		1840	0924	4/77	5 2 07	60		1	1,250.00		DIE R1-WR POLEPC
		1840	0938	1/79	5 2 07	36		1	550.00		DIE FOR POLEPIEC
		1840	0939	2/79	5 2 07	60		1	1,475.00		DIE POLEPIECE
		1840	0940	2/79	5 2 07	60		1	2,090.00		DIE SHADING RING
		1840	0941	6/79	5 2 07	60		1	1,150.00		TOOL CRANK ARM
		1840	0942	6/79	1 2 07	120	29	1	595.00	142.65	WELD CONTROLLER
		1840	0948	3/80	1 2 07	120	30	1	797.98	250.13	WELD CONTROLLER
		1840	0950	3/80	5 2 07	60		1	3,450.00		TOOL DRIVE WHEEL
		1840	0951	4/80	2 2 07	96	15	1	696.08	106.34	MARKING DIE AC19
		1840	0952	4/80	5 2 35	60	<i>Ohio</i>	1	3,500.00		TOOL FRONT PLATE
		1840	0953	4/80	5 2 35	60	<i>Ohio</i>	1	6,700.00		GEAR TRM HOUSING
		1840	0957	6/80	5 2 07	60		1	1,400.00		ROTOR CUP DIE
		1840	0960	8/80	5 2 07	60		1	875.00		TOOLING ROTOR HI
		1840	0966	12/80	5 2 07	60		1	560.00		DIE FOR GEAR
		1840	0967	12/80	1 2 07	96	23	1	1,500.00	353.01	CONRAC STARTING

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C	I C	ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	DESCRIPTION
51	12	1840	0969	2/81	5	2	07	60		1	1,500.00		TOOLS PEAR MOTOR
		1840	0969	5/81	5	2	07	60		1	1,996.50		STAKING DIE
		1840	0973	5/81	5	2	07	60		1	1,600.00		TOOLING BEARING
		1840	0974	5/81	2	2	07	96	20	1	812.53	233.97	BEARING FIXTURE
		1840	0978	9/81	5	2	07	60		1	3,000.00		TOOLING COILS
		1840	0981	9/81	5	2	07	60		1	1,400.00		TOOLING POLEPIEC
		1840	0982	9/81	5	2	35	60	Ohio	1	875.00		TOOLING BOBBIN
		1840	0983	10/81	5	2	07	60		1	4,200.00		DIE SHADING RING
		1840	0986	11/81	5	2	49	60	W.SUNSH	1	2,000.00		2 CAV HOLD PINIO
		1840	0991	12/81	5	2	07	60		1	4,200.00		TOOL DRIVE WHEEL
		1840	0992	12/81	5	2	07	60		1	6,551.21		TOOL WHEELPINION
		1840	0993	1/82	2	2	07	60		1	4,064.26		CONTROL ASSEMBLY
		1840	0994	2/82	5	2	07	60	1	1	1,800.00	20.76	TOOLING WHEEL
		1840	0996	6/82	5	2	07	60	5	1	6,700.00	515.20	TOOL WHEELPINION
		1840	1000	6/83	1	2	07	120	77	1	10,239.87	6,537.29	ASSEMBLY MACHINE
		1840	1001	6/83	5	2	07	60	17	1	15,800.00	4,375.24	PROG DIE -FRAMES
		1840	1002	6/83	5	2	07	60	17	1	17,057.00	4,723.10	PROG DIE -FRAMES
		1840	1003	9/83	5	2	07	60	20	1	1,650.00	539.55	TOOLING FOR CORE
		1840	1004	9/83	5	2	07	60	20	1	9,800.00	2,876.00	DIE ROTOR CUP
		1840	1007	12/83	5	2	07	60	23	1	7,000.00	2,638.22	HOLD WHEEL PINIO
		1840	1008	12/83	5	2	07	60	23	1	3,895.00	1,467.87	DIE STAKE & SIZE
		1840	1009	12/83	1	2	07	120	83	1	3,515.22	2,419.73	JOYAL WELDER
		1840	1010	1/84	5	2	07	60	24	1	2,700.00	1,069.62	TOOL ROTOR PINIO
		1840	1011	2/84	5	2	07	60	25	1	2,657.00	1,093.34	TAKE & SIZE DIE
		1840	1012	3/84	2	2	07	60	26	1	6,789.40	2,898.33	4 BC SMOKEETERS
		1840	1013	6/84	5	2	07	60	29	1	1,750.00	834.41	APPLICATOR DIE
		1840	1017	5/85	5	2	07	60	40	1	1,645.00	1,088.16	ROTOR ASSEM TOOL
		1840	1019	8/85	5	2	07	60	43	1	1,396.25	993.33	TOOLING ROTOR
		1840	1023	6/86	1	2	07	60	53	1	15,990.40	14,022.33	FSTZ ASSEM MACH
											205,989.16	49,199.66	
16		1840	1006	9/83	1	2	07	120	80	1	2,380.00	1,578.90	FREQUENCY CONWER
		1840	1014	6/84	1	2	07	120	89	1	3,287.50	2,427.55	GEAR TRAIN INSP
		1840	1015	6/84	1	2	07	120	89	1	3,287.50	2,427.55	GEAR TRAIN INSP
											8,955.00	6,434.00	
											214,944.16	55,633.66	

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1966

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C	ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	DESCRIPTION
52	13	1040	0752	1/72	2 2	07	36		3	800.00		TOOL PN162-286
		1040	0764	4/72	2 2	07	60		2	830.00		TOOL PN62-304-1
		1040	0771	5/72	5 2	07	60		2	695.00		DIE #162-306
		1040	0783	9/72	2 2	07	60		2	600.00		TOOL PN163-60-2
		1040	0792	10/72	5 2	39	60	Alhds Islhd	2	1,400.00		2 CAVITY MOLD
		1040	0793	10/72	5 2	39	60	Alhds Islhd	2	1,400.00		2 CAVITY MOLD
		1040	0795	10/72	5 2	07	60		2	1,545.00		DIE TOOLING
		1040	0808	1/73	1 2	07	60		2	2,166.75		PRINTING MACHINE
		1040	0815	4/73	2 2	39	36	Alhds Islhd	2	2,000.00		TOOLING
		1040	0817	4/73	2 2	39	36	Alhds Islhd	2	750.00		TOOLING
		1040	0819	4/73	2 2	07	36		2	575.00		TOOLING
		1040	0824	6/73	5 2	39	36	Alhds Islhd	2	1,800.00		TOOLING
		1040	0825	6/73	5 2	07	36		2	600.00		TOOLING
		1040	0827	6/73	5 2	07	60		2	1,825.00		1 CAVITY MOLD
		1040	0828	6/73	5 2	39	60	Alhds Islhd	2	1,500.00		FRAMES
		1040	0836	10/73	5 2	07	60		2	700.00		TOOLING T-50-63
		1040	0843	12/73	5 2	07	60		2	1,575.00		TOOLING SPRING
		1040	0844	12/73	5 2	07	36		2	630.00		TOOL RET SPRING
		1040	0854	4/74	5 2	07	60		2	1,300.00		DIE
		1040	0855	4/74	5 2	39	60	Alhds Islhd	2	4,800.00		TOOLING #T-63-77
		1040	0856	4/74	2 2	07	120		2	860.00		SPECIAL DIV HEAD
		1040	0858	5/74	5 2	07	48		2	1,045.00		TOOLING-COVER
		1040	0863	6/74	5 2	07	60		2	1,400.00		TOOLING ACTUATOR
		1040	0865	6/74	5 2	39	60	Alhds Islhd	2	7,700.00		8 CAVITY MOLD
		1040	0866	9/74	5 2	07	60		2	1,150.00		TOOLING-PLATE
		1040	0867	9/74	5 2	07	60		2	825.00		TOOLING CAM
		1040	0868	9/74	5 2	21	60	Mus... ..	2	571.00		TOOLING-SWITCH
		1040	0869	9/74	5 2	07	60		2	525.00		J NEW INSERTS
		1040	0870	12/74	5 2	39	60	Alhds Islhd	2	800.00		TOOLING-SWITCH
		1040	0873	2/75	1 2	07	120		2	1,219.00		DENNISON DIALSET
		1040	0912	3/76	1 2	07	120		1	572.90		PRESSTAKER
		1040	0916	6/76	5 2	13	60	Islhd	1	586.30		TOOL STACK SWITC
		1040	0916	9/76	5 2	21	60	Mus... ..	1	660.00		TOOLING CAM
		1040	0920	4/77	5 2	07	60		1	700.00		TOOL ACT. SWITCH
		1040	0925	4/77	5 2	07	96		1	1,240.00		DIE BLANK ROTOR
		1040	0926	5/77	5 2	07	60		1	642.00		TOOLING CAM
		1040	0954	5/80	5 2	07	60		1	1,250.00		DIE MOUNTING PLT
		1040	0962	11/80	5 2	07	60		1	825.00		TOOL WRENCH CAM
		1040	0963	11/80	5 2	07	60		1	1,100.00		TOOL EARTH TAG
		1040	0965	11/80	5 2	07	60		1	1,680.00		TOOL ACTUATOR SW
		1040	0975	5/81	5 2	35	60	On	1	899.00		MOUNTING BRACKET
		1040	0985	11/81	5 2	07	60		1	600.00		TOOLING END PLAT
		1040	0987	11/81	5 2	07	60		1	2,250.00		2 CAV MOLD DIAL
		1040	0988	11/81	5 2	07	60		1	12,600.00		2 CAV MOLD SWITC
		1040	0997	10/82	5 2	49	60	W... ..	1	2,100.00	306.93	TOOLING BEARING
		1040	0999	1/83	5 2	07	60	12	1	2,500.00	400.38	MDD 2 SWITCH CAV
		1040	1018	6/85	5 2	07	60	41	1	2,850.00	1,929.17	DIE FOR PLATE

78,641.95 2,726.48

FA510A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1988

DIV	DEPT	ACCT	TAG	ACQ DATE	A	F	ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-B	DESCRIPTION
53	14	1840	0813	3/73	1	2	07	120		2	952.30		PRESS 2 TON
		1840	0937	12/78	1	2	07	120	23	1	4,094.50	771.08	HARDINGE DSM 50
		1840	0958	6/80	5	2	07	60		1	767.29		DIE SHADING RING
		1840	0959	6/80	5	2	07	60		1	690.79		DIE SHADING RING
		1840	0971	3/81	2	2	07	36		J	830.23		GRINDING WHEEL
		1840	1016	3/85	5	2	07	60	38	1	4,500.00	2,821.15	ASSEM DIE ROTOR
		1840	1022	4/86	1	2	07	60	51	1	2,300.00	1,946.09	DENISON PRESS

14,135.11      5,538.32

14,135.11      5,538.32

FAS16A

PRATT READ TAG LISTING

PERIOD ENDING NOVEMBER 30, 1986

DIV	DEPT	ACCT	TAG	ACQ DATE	A C C ST	LIFE	REM LIFE	TYPE	ACQ COST	REMAIN VALUE-II	DESCRIPTION
54	18	1840	0877	9/75	2 2 07	120			2,669.11		STORAGE RACKS
		1840	0879	12/75	5 2 09	60	Flu. As		813.60		TOOL CAM 1121604
		1840	0885	12/75	5 2 07	60			964.00		DIE PIERCE TRIN
		1840	0888	12/75	5 2 07	60			1,393.00		NOLDS C10 & C11
		1840	0889	12/75	5 2 07	60			710.00		DIE PIERCE BLANK
		1840	0890	12/75	5 2 07	60			690.00		HARD TOOLING C11
		1840	0891	12/75	5 2 07	60			575.00		MOLD CLUTCH GEAR
		1840	0892	12/75	5 2 07	60			780.00		REBUILD TOOLS J
		1840	0893	12/75	5 2 07	60			5,336.00		M0D D10206 CHASS
		1840	0894	12/75	5 2 07	60			5,428.00		J CAV COMB MOLD
		1840	0895	12/75	5 2 07	60			1,233.00		PROGRESSIVE TOOL
		1840	0896	12/75	1 2 07	60			583.00		PNEU SCREWDRIVER
		1840	0899	12/75	1 2 07	60			952.00		PRESS 6 BORE
		1840	0901	12/75	1 2 07	60			739.00		BAND SAW TOOLED
		1840	0902	12/75	1 2 07	60			596.00		DEGREE WHEEL FIX
		1840	0903	12/75	1 2 07	60			593.00		PIERCING PRESS
		1840	0906	12/75	2 2 07	60			537.00		SOLDERING FIXTUR
		1840	0908	12/75	2 2 07	60			879.00		PIERCE CUT TOOL
		1840	0909	12/75	2 2 07	60			755.00		J7 WORK BENCHES
		1840	0911	3/76	1 2 07	120			350.96		GREENERO PRESS
		1840	0917	10/76	5 2 07	60			1,400.00		TOOLING SPRING
		1840	0921	4/77	5 2 07	60			2,200.00		TOOL POINT GEAR
		1840	0964	11/80	5 2 19	60	Waste		2,500.00		TOOLING KNDS
		1840	0970	3/81	5 2 07	60			1,150.00		TOOLING FOR CANS
		1840	0976	6/81	5 2 21	60	Multicells		4,250.00		MOLD DUST COVER
		1840	0977	9/81	5 2 07	60			4,450.00		TOOLING LENS
		1840	0979	9/81	5 2 07	60			675.00		TOOLING DIAL
		1840	0980	9/81	5 2 07	60			545.00		TOOLING DIALS
		1840	0989	11/81	5 2 07	60			2,400.00		MOLD FIXING BLOC

45,946.67

45,946.67

1,331,980.51 215,547.14

Schedule

4.1(d)      **Contracts and Personal Property Leases**

Attached copy

LESSEE'S REPORT OF PERSONAL PROPERTY

ASSESSMENT DATE: OCTOBER 1, 1986

All leased machinery and equipment in your possession as of the assessment date, must be included in this report. FAILURE TO FILE this report, in the form and manner as herein prescribed, shall result in a presumption of your ownership, and subsequent tax liability, of any items of leased personal property in your possession.

<b>Lessee's Name</b> BRISTOL SAYBROOK COMPANY	<b>Name of Business</b>	<b>Business Address: Number, Street and City or Town</b> 97 COULTER STREET, OLD SAYBROOK, CT 06475
<b>Lessee's Mailing Address (IF different than property location)</b>		<b>Telephone No.</b> 388-3414

Owner's Name and Address	Item Description	Type	Model #	Year Mfg.	Lease Term (Start/End)	Monthly Rent	Estimated Market Value
PITNEY BOWES 60 WELLINGTON ROAD MILFORD, CT	POSTAGE METER	ELEC.	2288		1/86 - 12/86	39.50	
	UPS PARCEL REGISTER	ELEC.	5301		1/86 - 12/86	38.50	
AMP TERMINAL P.O. BOX 8500 PHILADELPHIA, PA	AMP TAPETRONIC	ELEC.			MONTHLY	45.00	
	AMPOLECTRIC DIF				MONTHLY	28.00	
	AMPOLECTRIC MACHINE	ELEC.			MONTHLY	32.00	

LESSEES' AFFIDAVIT

I do hereby declare under penalty of false statement that the foregoing list, according to the best of my knowledge, remembrance and belief, is a true statement of all leased property which was in my possession as of October 1, 1986.

Signed \_\_\_\_\_ and Dated at OLD SAYBROOK this 27 day of OCTOBER 1986.

Schedule 4.1(e)

Prepared By	Initials	Date
Approved By		

41-207 1-2-66  
41-207 10-29-66  
Made in USA

FRATT-READ CORPORATION

BALANCE SHEET

BRISTOL SAYBROOK

DATE November 2, 1986

1	2	3	4	5	6	7
			Current	Forecast	Prior Year	
<b>ASSETS</b>						
Current Assets			44		172	
Accounts receivable (Collection days)						
Trade	91		731972		518182	48
Other			1042		20965	
Reserve			733014		539167	
			10000		10000	
Inventory (turnover)			723014		529157	
Raw material			798656		806543	
Work in process			350719		244700	
Prepaid expenses	377		1149375		1051443	211
			(156011)		8547	
Total current			1862732		1589119	
Property, plant & equipment						
Land and land improvements			300215		29001	
Buildings & leasehold improvements			71846		455359	
Machinery & equipment			90774		663194	
Construction in progress						
			462835		1147554	
Less accumulated depreciation			4721		945817	
			758114		203737	
Other assets						
Deferred charges						
ESV, net loan of						
Other					7651	
Total assets			2325046		1800577	
<b>LIABILITIES &amp; EQUITY</b>						
Current liabilities						
Accounts payable			160974		119519	
Accrued payroll			45722		39983	
Payroll taxes payable			13719		117633	
Other current			89620		86334	
Current portion installment debt						
Federal and state income taxes					132735	
Total current			310075		396207	
Long-term debt						
Due to/from Corporate			104549		(483376)	
Equity			191022		1887678	
Total liabilities and equity			2325046		1800577	



DIVISION: BRISTOL SAYBROOK

PERIOD NO. 4

DATE ENDED November 2, 1986

PRIOR YEAR PERIOD	PERIOD						CONDENSED INCOME STATEMENT	YEAR TO DATE				PRIOR YEAR TO DATE	
	FORECAST			ACTUAL				ACTUAL		FORECAST		TO DATE	
	AMOUNT	N. S.		AMOUNT	N. S.			AMOUNT	N. S.	AMOUNT	N. S.	AMOUNT	N. S.
317 994	448			513 050			Gross Sales	1 590 180	126			1 492 219	1019
14 660	48			7 222			Less: Returns and Discounts	41 022	26			24 686	19
303 334	1000		442 300	1000		505 228	Net Sales	1 549 158	1000	1 486 200	1000	1 267 533	1000
							Cost of Goods Sold:						
							Standard						
							Material	772 207	478			9 221	
							Labor	132 541	86				
							Overhead	331 354	214				
							Total	1 236 112	778	1 185 900	798	930 221	724
							Variations	55 783	76	63 100	72	97 267	69
							Inventory Reserve						
							Total	1 291 895	854	1 249 000	870	1 017 481	803
							Gross Income on Sales	257 263	166	237 200	140	250 052	197
							Admin., General and Selling Expense	13 900	90	14 300	96	12 374	48
							Operating Income	118 259	76	93 900	64	126 299	99
							Other Deductions - Net of Other Income	2 310	16	600	1	727	(1)
							Income Before Sp. Res. & Corp. Ex. Alloc.	113 639	60	93 300	63	127 026	100
							Special Reserve					1 000	
							Income Before Corp. Ex. Alloc. & Taxes	113 639	60	93 300	63	126 026	99
							Corporate Expense Allocation	26 961	17	25 900	18	22 558	18
							Net Income Before Taxes	98 960	57	67 400	45	103 468	81
							Average Assets	2 040 812				2 189 238	
							Return on Assets						
							Pre Corporate fee	18.3		16.4		21.1	
							Pre Tax	14.3		10.4		15.3	
							Sales by Product Line						

Comments

Variations included in period Cost of Goods Sold consisted of the following:

Purchase Price	Amount	N. S.
	5 11 316	
	2 325	

(Total - 100/100)

1881.364

Approved By  
Approved By

PRATT-READ CORPORATION  
BALANCE SHEET

Division Bristol Saybrook

DATE November 30, 1986

	Current	H.D.C.	
		Forecast	Prior Year
<b>ASSETS</b>			
Current assets	80		170
Cash			
Accounts receivable (Collection Days)			
Trade SA	146144		1448697
Other	1394		3158
Reserve	626535		451855
	10000		10000
Inventory (Turnover) 312	616535	649254	441855
Raw material	796119		817558
Work in process	417103		289974
Prepaid Expense	1213222		1107552
	6384		5962
Total current	11834221	1867260	15565163
Property, plant & equipment			
Land and land improvements	30000		29001
Buildings & leasehold improvements	71546		455359
Machinery & equipment	90774		642895
Construction in progress		1282634	
	462825		1127255
Less accumulated depreciation	8383		927804
	454452		199451
Other assets			
Referral charges			22952
CSV, net loan of			
Other			
Total assets	2290673		1777966
<b>LIABILITIES &amp; EQUITY</b>			
Current liabilities			
Accounts payable	122371		111391
Accrued payroll	43633		44118
Payroll Taxes payable	16227		19207
Other current	20407	187631	69433
Current portion installment debt			
Taxes			131735
Total current	212538	1771003	396094
		142000	
Long-term debt		1,913,003	
Due to/(from) Corporate	153860		(504374)
Equity	1924175		1886256
Total liabilities and equity	2290673		1777966

Bristol - other

Commissions	5,400	
Pension Cost	10,640	- Pitt-Road
Property Tax	11,067	" "
Supplemental Life	1,300	
	<u>30,407</u>	
Net	6,700	

Schedule

4.1(f) Changes

none

Schedule

4.1(i)      Litigation

none

Schedule

4.1(j) Customers and Suppliers

No breaks

Schedule

4.1(o) Hazard

Degreasers

III Trichorethan

COUSE	ASSET	QV	COST
1	TELEPHONE SYSTEM	2800	4905
2	COMPUTER	300	565
3	TELETYPEWRITER	273	478
4	IBM TYPEWRITER	184	302
5	1925 CUBIC VILL	2017	2017
6	LAND CONER	2427	4317
7			
8	PERIPHERALS	319	478
9	STORAGE RACKS	1762	2936
10			
11	WELD. CONTROLLER	387	677
12	MARKING DIE	103	180
13	STAMPING	346	606
14	BEARING FIXTURE	230	402
15	TOOL WHEELMILL	763	810
16	ASSY. MACHINE	6498	11372
17	PROG. DIE	4254	7445
18	PROG. DIE	4592	8036
19	COPE TOOLING	527	791
20	ROTOR DIE	2209	4911
21	WHEEL MOLD	2584	4502
22	STAKE DIE	1438	2517
23	NOVAL WELDER	2406	4211
24	TOOL ROTOR PINION	1048	1804
25	SIZE DIE	1273	1878
26	(4) SHROTTERS	2846	4980
27	DIE ARRANGING	801	1406
28	ROTOR ASSY. TOOL	1075	1881
29	TOOLING ROTOR	783	1700
30	EST 2 ASSY MACHINE	1299	2432
31			
32	FREQUENCY CONVER	1570	2748
33	GEAR TRAIN INSP.	2415	4206
34	GEAR TRAIN INSP	2415	4206
35	GEARING TOOLING	291	509
36	SWITCH (3) (AV	471	805
37	PLATE DIE	1907	3329
38	HARDINGE DSM 59	754	1300
39	ASSY DIE ROTOR	2787	4877
40	DENSON PRESS	1922	3324



COLUMN WRITE

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TOTALS Pg. 1	Δ 7927.0	Δ 13200.0
MISC / CONS. IN PROGRESS	7029	-
GOODWILL	-	10000-
	<u>26299</u>	<u>142000-</u>

2



AGREEMENT AND INSTRUMENT OF ASSUMPTION

THIS AGREEMENT AND INSTRUMENT OF ASSUMPTION, dated as of December 15, 1986, is made and delivered pursuant to Section 2.3 of the Asset Purchase Agreement dated as of December 15, 1986 (the "Asset Purchase Agreement"), by and between Pratt-Read Corporation, a Connecticut corporation ("Pratt-Read"), and Cramer Company, a Delaware corporation ("Cramer"). Reference is hereby made to the Asset Purchase Agreement, which is incorporated herein and made a part hereof, for a description of the terms and conditions pursuant to which this Assumption Agreement is made and delivered.

KNOW ALL MEN BY THESE PRESENTS, that Cramer, for the consideration referred to in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assumes, undertakes, agrees to pay, perform and discharge, as and when due, those, but only those, liabilities and obligations of Pratt-Read which were expressly assumed by Cramer in the Asset Purchase Agreement as follows:

(a) Ordinary Course. All liabilities and obligations of Pratt-Read disclosed on the Bristol-Saybrook Balance Sheet for accounts payable, accrued payroll and commissions (which commissions are listed under "other current" and amount to \$6,792), less payment thereon or discharges thereof prior to

the Closing Date, and all the accounts payable, accrued payroll and commissions incurred by Pratt-Read from the operation of the Business in the ordinary and normal course of business from the date of such Bristol-Saybrook Balance Sheet to the Closing Date, including, without limitation, the accounts payable, accrued payroll and commissions shown on or identified as part of the balance sheet delivered at the Closing;

(b) Contracts and Leases. All liabilities and obligations under the Contracts and Personal Property Leases incurred by Pratt-Read from the operation of the Business in the ordinary course of business;

(c) Post-Closing. All liabilities and obligations arising from the acts or omissions of Cramer with respect to the operation of the Business or the use of the Assets by Cramer after the Closing provided that this provision shall not be deemed to limit or waive any of the representations warranties, covenants or indemnities of Pratt-Read under the term of the Asset Purchase Agreement; and

(d) Brokers, Finders and Agents. Any liability or obligation to Colin Gabriel or Gwent Incorporated.

Unless otherwise expressly provided herein, all capitalized terms contained in this Agreement and Instrument of Assumption shall have the same meaning as the capitalized terms defined in the Asset Purchase Agreement. Nothing in this Agreement and Instrument of Assumption shall be deemed to be an

AGREEMENT AND  
INSTRUMENT OF  
ASSUMPTION

3

assumption of any of the liabilities and obligations retained  
by Pratt-Read pursuant to Section 2.4 of the Asset Purchase  
Agreement.

IN WITNESS WHEREOF, Cramer has caused this Agreement  
and Instrument of Assumption to be executed by its duly  
authorized officer as of the day and year first written above.

CRAMER COMPANY

By: \_\_\_\_\_

*[Handwritten Signature]*  
VICE PRESIDENT



( )

( )

( )

JAN 7 1987

LEASE

1. PROPERTY:

PRATT-READ CORPORATION, a Connecticut corporation, whose address is Main Street, Ivoryton, Connecticut 06442 ("Owner") owns real property and improvements located in Old Saybrook, Connecticut described on Exhibit A attached hereto and made a part hereof (the "Property"). Subject to the terms and conditions and agreements hereinafter set forth, Owner does hereby lease the Property to CRAMER COMPANY, a Delaware corporation, whose address is \_\_\_\_\_ ("Tenant").

2. TERM:

A. The initial term of this lease shall commence on December 16, 1986 (the "Commencement Date"), and shall end at 11:59 p.m. on 16, 1987, unless sooner terminated as hereinafter provided.

B. Tenant may renew this Lease for three (3) consecutive thirty (30) day periods; provided Tenant gives Owner at least thirty (30) days prior written notice of Tenant's exercise of such renewal. The foregoing renewal right notwithstanding, the term of this Lease, including any renewal thereof and Tenant's right of possession hereunder shall not exceed 180 days from the Commencement Date.

3. RENT:

A. Base Rent. Tenant shall pay to Owner, on or before the Commencement Date and every thirty (30) days thereafter until this Lease expires or terminates, as Base Rent, as follows:

$$\$4.50 \times \frac{35,000}{\text{sq. ft. of leased space}} \div 12 = \text{monthly Base Rent}$$

If applicable, Base Rent shall be prorated for the month and any partial month of occupancy by Tenant.

B. Additional Rent.

<sup>11</sup> In the event Tenant shall be in default of any of its obligations, covenants, agreements or liabilities hereunder (other than payment of Base Rent), Owner, at its

option, may cure such default, and all reasonable costs and expenses of Owner in curing such default, shall constitute Additional Rent hereunder and shall be due and payable by Tenant within ten (10) days after written demand therefore is made by Owner.

<sup>(11)</sup> In the event that any portion of the Base Rent or the Additional Rent, or any other sum owing by Tenant to Owner under this Lease, is not paid when due and payable or within ten (10) days thereafter, then, at Owner's option, an additional amount of five percent (5%) of the amount past due shall be immediately due and payable as a late charge.

C. Base Rent and Additional Rent shall be payable without any deduction, offset or abatement whatsoever, except as specifically provided herein.

4. SECURITY DEPOSIT:

Tenant shall not be required to pay to Owner any security deposit.

5. NOTIFICATION:

Notices required or permitted to be given under this Lease shall be sent by registered or certified mail, return receipt requested, postage prepaid, to Tenant at the Property, and to Owner at the address first set forth above, or at such other addresses as may be designated by either party to the other by like mailing.

6. USE AND CARE OF DEMISED PREMISES:

A. Except with the prior written consent of Owner, which shall not be unreasonably withheld, Tenant shall use and occupy the Property only for manufacturing and office purposes and for incidental and related uses.

B. Tenant, at its expense, shall comply with all laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Property and the rules and regulations of the National Board of Fire Underwriters (or other body exercising similar functions) relating directly to Tenant's specific use and occupancy of the Property. Tenant shall not use or permit the use of the Property for any illegal purposes.

C. Tenant agrees that the Property shall be used and occupied in a careful, safe and proper manner, that no nuisance nor any trade or occupation which is known in insurance as extra or especially hazardous shall be permitted therein and that no waste shall be committed or permitted upon or any damage be done to the Property.



D. Tenant shall keep the Property in a clean and neat condition and shall provide its own janitorial service.

E. Tenant shall not use any hazardous substances on the Property without obtaining Owner's prior written consent, which consent may be arbitrarily withheld. Tenant shall be responsible, at its sole expense, for removing and disposing of all hazardous waste or similar substances arising or resulting from its use or occupancy of the Property, in accordance with all applicable statutes, laws, codes, rules, regulations, ordinances or standards of any federal, state or local governmental authority or agency. Under no circumstances shall Tenant store, leave or deposit any hazardous waste or similar substances on the Property.

**7. REPAIRS AND MAINTENANCE:**

Tenant, at its expense, shall maintain the Property and the land and building improvements constituting a part thereof, and shall pay for all utilities furnished thereto, Owner shall be responsible for all necessary repairs to the Property and the land and building improvements located thereon. If Tenant fails to maintain the Property, Owner may perform such maintenance at the Tenant's expense, and, promptly upon demand, shall be reimbursed by Tenant for any and all reasonable costs and expenses incurred in performing such maintenance. Upon the termination of this Lease and at the option of Owner, Tenant shall return the Property to the same condition as of the date Tenant takes possession of the Property pursuant to this Lease, ordinary wear and tear excepted.

**8. REMODELING AND LIENS:**

A. Tenant will make no material or structural alterations in, or additions or improvements to, the Property without first obtaining the written consent of Owner, and all such approved alterations, additions and improvements made by Tenant shall become the absolute property of Owner on the termination of this Lease or the vacation of the Property by Tenant.

B. Any liens filed against the Property in connection with alterations, renovations, additions or improvements by Tenant or any other liens filed against the Property without fault of Owner shall be removed by Tenant, at its expense, within thirty (30) days of filing.

**9. SERVICES:**

Tenant, at its expense, shall furnish and pay for all necessary or desired utility and other services for the Property. Owner shall not be liable for any damages Tenant may

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suffer because of any defect in or the unavailability of such services.

**10. INSPECTION:**

Tenant agrees to permit Owner or Owner's agent to inspect or examine the Property at any reasonable time. Owner shall have the right to enter the Property during and after normal business hours for the purpose of exhibiting the same to prospective tenants or purchasers, after reasonable notice.

**11. DAMAGE BY FIRE OR OTHER CASUALTY:**

In the event the Property is damaged by fire or other casualty so as to affect the use thereof by Tenant, Owner or Tenant, at either's option, may terminate this Lease by written notice to the other, in which event such rent as shall be due from Tenant to Owner up to the date of the fire or other casualty, if Tenant wholly vacates the Property at that time, or up to such date thereafter that Tenant wholly vacates and ceases to use the Property, shall be paid by Tenant to Owner at the rate herein provided.

**12. EMINENT DOMAIN:**

If the Property or any part thereof is condemned or appropriated by any public authority during the term of this Lease in a manner so as to affect the use thereof by Tenant, Owner or Tenant, at either's option may terminate this Lease by written notice to the other, in which event such rent as shall be due from Tenant to Owner to the date of the taking of possession of the Property by the condemning or appropriating authority, if Tenant wholly vacates the Property at that time, or up to such date thereafter that Tenant wholly vacates and ceases to use the Property, shall be paid by Tenant to Owner at the rate herein provided.

**13. PERSONAL PROPERTY; LOSS OF BUSINESS:**

All personal property of every kind and description that may at any time be in, or on the Property shall be kept in, at or on the Property at Tenant's sole risk, or at the risk of those claiming under Tenant. Owner shall not be liable for, without limitation, any damage to said personal property or for any loss suffered by the business or occupation of Tenant however arising, whether from the bursting, overflowing or leaking of water, sewer or steam pipes, from the heating, air conditioning or plumbing fixtures, from electric wires, from gas or odors, or whether caused by another person on the Property or caused in any other manner whatsoever, except such as may result from and be caused by the gross negligence or the willful misconduct or act of Owner, or the agents or employees of Owner; provided, however that Owner shall not be so liable

if (i) Tenant is aware of any problem, defect or damage and fails to notify Owner in writing of such problem, defect or damage and (ii) Tenant fails to give Owner reasonable time to correct any such problem, defect or damage after such notice thereof.

14. ABANDONMENT; MITIGATION:

A. Should Tenant discontinue to use or occupy the Property for a period of thirty (30) or more consecutive days or notify Owner in writing that Tenant abandons the Property, Owner may enter the same, using such force as may be necessary, and change the locks on the doors, all without liability to Tenant. Thereafter, Owner may use the Property for any desired purpose without terminating the Lease, unless in addition Owner exercises the option to terminate this Lease pursuant to Paragraph 16.

B. To the extent required by law, Owner shall relet the whole or any portion of the Property for any period equal to, greater than or less than the remainder of the original term of this Lease, for any sum (including any rental concessions and rent free occupancy) which it may deem reasonable, to any tenant which it may reasonable deem suitable and satisfactory, and for any use and purpose which it may deem appropriate. In the event of any reletting, Owner may apply the rent therefrom first to the payment of Owner's expenses, including attorney's fees, commissions and the repair, renovation or alteration of the Property and then to the payment of rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency.

15. ABANDONED PROPERTY:

Should Tenant leave any personal property, fixtures, or equipment on the Property after the termination of this Lease (a) by operation of the end of the term hereof or after abandonment of the Property by Tenant and not remove such property within ten (10) days after receipt of written notice from Owner to remove such property; or (b) because of Tenant's breach of this Lease or for whatever other cause and not remove such property within forty-five (45) days after receipt of written notice from Owner to remove such property, then such property shall become the sole property of Owner without any liability on the part of Owner, and Tenant shall remain responsible for all costs incurred in removing and disposing of said property and returning the Property to its prior condition.

16. DEFAULT:

A. Should Tenant fail to make any payment herein required to be made within seven (7) days of the date when due hereunder or should Tenant fail to perform any covenant or to comply with any condition herein provided to be performed or

complied with by it (other than the payment of money), and should such failure continue and not be removed or corrected within thirty (30) days after receipt by Tenant of written notice thereof from Owner (or, in the event such failure cannot be removed or corrected within such thirty (30) day period, in the event Tenant does not commence to remove or correct such failure within said thirty (30) day period and thereafter diligently pursue such removal or correction to completion); or should any proceeding in bankruptcy or under any state or federal law relating to the relief of debtors be filed by or against Tenant; or should a receiver be appointed of any of the property of Tenant so as to directly affect the fulfillment of the obligations of Tenant hereunder; then and in any such event (herein called a "default") Owner, at its option, immediately or at any time during the continuation of such default, may terminate Tenant's right to possession of the Property.

B. It is agreed between the parties hereto that if Tenant is in default hereunder, or if a state of facts exists which would permit Owner to exercise its rights under Subparagraph 16.A above (subject to its obligation to mitigate as provided in this Lease), then, at the option of Owner, without notice to Tenant, the unpaid balance of the Base Rent for the entire term of this Lease shall become immediately due and payable and in case Tenant is declared bankrupt, voluntarily or involuntarily, or in case a receiver is appointed to take charge of and conduct the affairs of Tenant, such claim for unpaid installments or Base Rent due under this Lease shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

C. Owner shall be entitled to use any and all expedited procedures or judicial actions for the eviction or removal of a defaulting tenant to which a landlord is entitled under Connecticut law. Tenant hereby waives any and all rights to delay such procedures or judicial actions (including, without limitation, the right to a jury trial) which a tenant may assert under such circumstances, to the extent such waiver is permitted under Connecticut law.

D. To the maximum extent permitted by law, Tenant covenants and agrees to pay and discharge all reasonable costs and expenses that shall be incurred by Owner, including attorney's fees, in enforcing the covenants and agreements of this Lease.

17. SUBLEASE OR ASSIGNMENT:

Tenant may not assign this Lease or sublet all or any part of the Property without first submitting such matter in writing to Owner for Owner's approval. Any such assignment or subletting shall not relieve Tenant of its liability or obligations hereunder. Tenant acknowledges that Owner may convey or assign its interest herein, either absolutely or as collateral for obligations.

**18. CUMULATIVE REMEDIES:**

The remedies to which Owner may resort under this Lease are cumulative and are not intended to be exclusive of, and Owner shall be entitled to exercise, any other remedy to which Owner may be entitled by law or equity. The failure of Owner to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right. Acceptance by Owner or rent or other payment or acceptance of performance required herein with knowledge of a breach by Tenant of any provision hereof shall not constitute a waiver of such breach, nor shall any acceptance or rent or other payment in a lesser amount than herein provided for operate or be construed in any other manner than as a payment on account of the earliest rent or other charge then unpaid by Tenant.

**19. SURRENDER:**

Tenant covenants and agrees to deliver up and to surrender to Owner the possession of the Property upon the expiration of termination of this Lease, in as good condition and repair as the same shall be at the commencement of the term provided for herein, ordinary wear and tear excepted, and Tenant shall remove its property located in the Property, repairing any damage caused by such removal. No tenancy of any duration, other than a tenancy at will, shall be created by Tenant's holding over beyond the end of said term.

**20. LIMITATION ON DAMAGES AND INSURANCE:**

A. Tenant covenants at all times to defend, indemnify and save Owner harmless from all expenses, losses, costs, claims, liability or damages (hereinafter collectively called "Damages") relating to the Property including, without limitation, Damages that may occur or be claimed with respect to any party, person or persons, entity, property, equipment, or chattels on or about the Property, or to the Property itself resulting from any act done or omission by or through the Tenant, or resulting from the Tenant's use, non-use or possession of the Property, and any and all Damages resulting therefrom, except such Damages as may result from and be caused by the gross negligence or the willful misconduct or act of Owner or its agents or employees; provided, however, that Owner shall not be so liability if (i) Tenant is aware of any problem, defect or damage and fails to notify Owner in writing of such problem, defect or damage and (ii) Tenant fails to give Owner reasonable time to correct any such problem, defect or damage after such notice thereof.

B. (i) Tenant shall obtain and maintain, at Tenant's sole cost and expense, comprehensive general liability

insurance with bodily injury and property damage liability coverage in an amount not less than \$5,000,000 combined single limit to in a greater amount to be reasonable determined, from time to time, by Owner with an insurance company reasonably satisfactory to Owner. Owner, and any mortgagee of the property, shall be named as additional insureds on each such policy.

21. BENEFITS:

Subject to Section 17 above, the terms, provisions and conditions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of Owner and Tenant. No assignment or subletting made by Tenant contrary to the provisions of this Lease shall vest in any assignee of subtenant any right, title or interest in or to this Lease or the Property, or any part thereof.

22. TIME:

Time is of the essence with respect to all obligations or rights of the parties under this Lease.

23. COVENANT OF QUIET ENJOYMENT:

A. Subject to the rights of Owner set forth herein, including, without limitation, Section 23B below, Owner covenants that Tenant, having performed its covenants and obligations herein set forth, shall have quiet and peaceable possession of the Property on the terms and conditions herein provided, free and clear of any claim by, from, through or under Owner.

B. Any provision in this Lease to the contrary notwithstanding, Owner may make, construct or install improvements or additions to the Property, including, without limitation, any buildings located therein or thereon. Tenant shall have no rights or interests, including, without limitation, any possessory rights, in any such improvement or addition.

24. SUBORDINATION:

At the option of Owner, this Lease shall be subordinate to the lien of each and every mortgage, deed of trust, or other voluntary hypothecation of the Property or any part thereof by Owner, whether previously or hereafter made. Such subordination shall be self-executing and effective without any further action by Tenant or Owner. Tenant agrees, from time to time, immediately upon request by Owner, to promptly execute such instruments, certificates and tenant estoppel letters as may be designated or requested by Owner to evidence and confirm such subordination and promptly deliver

such instruments, certificates and letter to mortgagees or prospective mortgagees designated by Owner. Notwithstanding anything else in this paragraph, Tenant shall not be required to subordinate its interest under this Lease to the lien of any mortgage hereafter made unless the appropriate mortgagee shall execute a Nondisturbance Agreement which shall provide in substance that this Lease shall not be terminated so long as Tenant is not in default of its obligations hereunder.

25. CONNECTICUT LAW:

This lease will be governed by and construed in accordance with, the laws of Connecticut.

26. SEVERABILITY:

If any clause or provision of this Lease is illegal, invalid or unenforceable, then the remaining provisions of the Lease shall not be affected, but shall continue in full force and effect.

27. COUNTERPARTS:

This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Lease by their duly authorized officers this \_\_\_\_ day of December \_\_, 1986.

Signed and acknowledged in the presence of:

OWNER: PRATT-READ CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

By A. D. Clark  
Name A. D. Clark  
Its: President

TENANT: CRAMER COMPANY

\_\_\_\_\_  
\_\_\_\_\_

By [Signature]  
Name \_\_\_\_\_  
Its: PRESIDENT

STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared the above named PRATT-READ CORPORATION, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument on behalf of such corporation by authority of its Board of Directors and that the same is the free act and deed of such corporation and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, as of the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared the above named CRAMER COMPANY, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument on behalf of such corporation by authority of its Board of Directors and that the same is the free act and deed of such corporation and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, as of the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_





THE CONNECTICUT BANK AND TRUST COMPANY, N.A.

One Constitution Plaza  
Hartford, CT 06115-1800

December 17, 1986

Pratt-Read Corporation  
Main Street  
Ivoryton, Connecticut

Gentlemen:

This is in connection with the various financing transactions between Crescent & Company, Pratt-Read Corporation ("Pratt-Read") and us ["CBT"] as evidenced by a Loan Agreement dated as of February 12, 1986, as amended by Agreement of Amendment dated August 21, 1986 and by Agreement of Amendment dated December 3, 1986, and a Commercial Revolving Loan Agreement dated October 13, 1986 (collectively, the "Loan Agreement").

As security for the repayment of all of your indebtedness to CBT, you have, among other things, granted to CBT a first priority mortgage on real property (the "Premises") located at 97 Coulter Street, Old Saybrook, Connecticut (the "Mortgage"), which Mortgage provides that, among other things, Pratt-Read shall not lease the premises without the prior written consent of CBT.

You have requested CBT's consent to Pratt-Read's leasing of the Premises to Cramer Company for a period of six (6) months at a rental price of \$4.50 per square foot. Notwithstanding anything to the contrary contained in the Loan Agreements and the Mortgage, CBT hereby consents to Pratt-Read's lease of the Premises to Cramer Company for a six (6) month period at the rental price of \$4.50 per square foot.

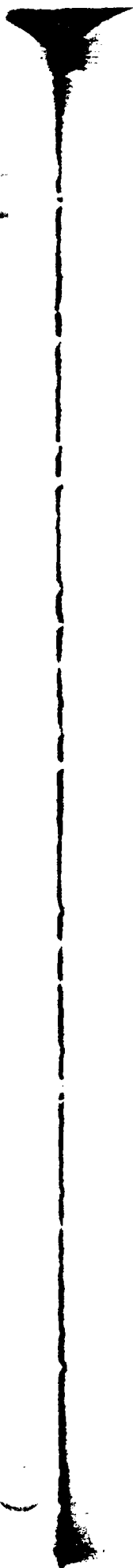
Also, this will confirm that CBT has released its security interests in the assets of the so-called Bristol-Saybrook Division, as described more fully in the UCC-3 partial releases and termination statement filed yesterday.

*note confirmation  
was accomplished  
in Nov. 27!!  
U.R.*

Very truly yours,

Connecticut Bank & Trust Company, N.A.

Robert A. Miller  
Assistant Vice President



BILL OF SALE AND ASSIGNMENT OF CONTRACTS,  
AGREEMENTS AND COMMITMENTS

THIS BILL OF SALE AND ASSIGNMENT OF CONTRACTS, AGREEMENTS AND COMMITMENTS, is made, executed and delivered as of the 15th day of December, 1986, by Pratt-Read Corporation, a Connecticut corporation ("Pratt-Read"), to Cramer Company, a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Pratt-Read and Buyer have entered into an Asset Purchase Agreement dated December 15, 1986 (the "Agreement"), which, by this reference, is incorporated herein, for the sale of the business of the Bristol-Saybrook Division of Pratt-Read (the "Business") providing, among other things, for the sale, transfer, assignment, conveyance, setting over and delivery by Pratt-Read to Buyer of certain rights, properties and assets owned by Pratt-Read, of or directly related to the Business on the terms and conditions set forth in the Agreement for the consideration, described therein, and the assumption by Buyer of certain liabilities and obligations of Pratt-Read as described therein; and assets to be included in this sale and purchase are hereinafter referred to as the "Assets."

(a) Inventory. All of the inventory owned by Pratt-Read and used in connection with the Business, including, without limitation, all inventories of finished goods,

work-in-process, raw materials, packaging materials, supplies, equipment and parts used in connection with the Business;

(b) Accounts Receivable. All of the accounts receivable of Pratt-Read attributable to the operation of the Business, together with any unpaid interest accrued thereon, and any security or collateral relating thereto, all as set forth on Schedule 1.1(b) of the Agreement;

(c) Tangible Personal Property. All of the motor vehicles, machinery, equipment, business machines, computers, furniture, tools and other tangible personal property used in connection with the Business including that machinery and equipment listed on Schedule 1.1(c) of the Agreement;

(d) Books, Records and Written Materials. All of the records (including, without limitation, business records), books, files, invoices, forms, designs, diagrams, drawings, office supplies, labels, packaging, flow sheets, and computer programs used in connection with the Business, and all other technical and nontechnical data and information relating to the Business;

(e) Catalogs and Advertising Materials. All of the promotional and advertising materials, artwork, catalogs, brochures, plans, customer lists, supplier lists, manuals, handbooks, equipment and parts lists, and dealer and distributor lists relating to the Business;

(f) Contracts and Personal Property Leases. All of Pratt-Read rights and benefits in, to or under any open

purchase orders, contracts, agreements, commitments, understandings and undertakings, whether oral or written, and which relate to the Business, including, without limitation, all contracts with suppliers relating to the Business for any products, raw materials, supplies, machinery, equipment and parts (collectively, the "Contracts"), and all of the rights of Pratt-Read as lessee under any leases of personal property used in the Business (collectively, the "Personal Property Leases");

(g) Permits and Approvals. All licenses, permits, approvals, variances, waivers or consents (collectively, the "Permits") relating to the Business and issued to Pratt-Read by any foreign, federal, state or local governmental entity or municipality or subdivision thereof or any authority, department, commission, board, bureau, agency, court or instrumentality (collectively, "Governmental Authorities"), and which are transferable to Buyer; and

(h) Other Assets. Excluding those assets described in Section 1.3 of the Agreement, all of the following: (i) the assets and properties of Pratt-Read reflected on the Bristol Balance Sheet (as defined in the Agreement) and all prepaid expenses, advance payments, credits, deposits and prepaid items relating to the Business, including, without limitation, prepaid interest and deposits with lessors, suppliers or utilities, less those assets and properties sold or disposed of by Pratt-Read in the normal and ordinary course of business from the date of the Bristol Balance Sheet to the Closing Date (as defined in the Agreement), (ii) the business

and goodwill as a going concern of the Business, and (iii) the right to use the names "Bristol" and "Bristol-Saybrook Company."

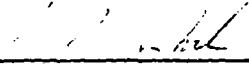
TO HAVE AND TO HOLD, all the assets hereby assigned, transferred and conveyed (herein collectively referred to as the "Assets") unto Buyer, its successors and assigns, to and for its and their own use and benefit forever.

Except as otherwise expressly provided in Article IV of the Agreement, (a) the Assets, and each item thereof, are furnished AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE, (b) PRATT-READ DISCLAIMS AND BUYER WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE ASSETS, and (c) without limiting the generality of the foregoing, PRATT-READ MAKES NO WARRANTY THAT THE ASSETS, OR ANY ITEM THEREOF, COMPLY WITH ANY LAW, DOMESTIC OR FOREIGN, INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE UNITED STATES FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, REGULATIONS AND STANDARDS PROMULGATED UNDER FEDERAL AND STATE OCCUPATIONAL SAFETY AND HEALTH OR ENVIRONMENTAL LAWS.

Unless otherwise expressly provided herein all capitalized terms contained in this Bill of Sale and Assignment of Contracts, Agreements and Commitments shall have the same meaning as the capitalized terms defined in the Agreement.

IN WITNESS WHEREOF, PRATT-READ has caused this Bill of Sale and Assignment of Contracts, Agreements and Commitments to be executed by its duly authorized President and Chief Executive Officer as of December 15, 1986.

PRATT-READ CORPORATION

  
\_\_\_\_\_  
President and Chief Executive  
Officer

STATE OF )  
COUNTY OF ) SS.

Before me, a notary public in and for said county and state, personally appeared Howard P. Prater, known to me to be the person who as President and Chief Executive Officer of Pratt-Read Corporation did sign the foregoing.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at the City of Washington, State of Ohio, as of the 16th day of December, 1986.

Edward J. [Signature]  
Notary Public

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December 15, 1986

Pratt-Read Corporation  
Ivoryton, Connecticut 06442

Gentlemen:

Reference is made to the purchase of certain assets by us from you pursuant to a certain Asset Purchase Agreement, dated as of December 15, 1986. You have asked us for certain information about our intentions with respect to employees of Pratt-Read Corporation whose work was associated with the assets we are purchasing. You understand that we have the present intention of hiring some of those employees.

Please be advised that after the date hereof, we intend to offer employment to all hourly and salaried employees of the Bristol Division who, immediately prior to the date hereof, were (i) actively employed at the Bristol Division, (ii) on approved leave of absence from the Bristol Division or (iii) on layoff status from the Bristol Division. We intend to hire them at the same salary or hourly rate as they presently have with the Bristol Division. However, the hiring will be for a 30-day trial period during which we will determine if permanent employment will be offered. The fringe benefit package which we offer will be the one which is standard with us.

We emphasize that these are our present intentions. This letter should not be construed as contractually committing us to you or any of these employees with respect to these intentions.

Very truly yours,

CRAMER COMPANY

By: 

Title *Asst Sec*



JONES, DAY, REAVIS & POGUE

AUSTIN  
COLUMBUS  
DALLAS  
LONDON  
LOS ANGELES  
NEW YORK  
PARIS  
RIYADH  
WASHINGTON

(SURREY & MORSE)  
1700 HUNTINGTON BUILDING  
CLEVELAND, OHIO 44115

TELEPHONE: 216-348-3939  
TELEX 980389  
CABLE: ATTORNEYS CLEVELAND  
TELECOPIER: 216-687-0941  
WRITER'S DIRECT NUMBER

December 18, 1986

Cramer Company  
c/o The Owosso Company  
101 Bryn Mawr Avenue  
Bryn Mawr, PA 19010

Re: Asset Purchase Agreement dated as of December 15, 1986 By and Between Pratt-Read Corporation, a Connecticut Corporation and Cramer Company, a Delaware corporation

Gentlemen:

We have acted as counsel for Pratt-Read Corporation, a Connecticut corporation ("Pratt-Read"), in connection with (i) the Asset Purchase Agreement dated as of December 15, 1986 (the "Purchase Agreement") between Pratt-Read and Cramer Company, a Delaware corporation ("Cramer"), providing for the purchase by Cramer of substantially all of the assets, other than real property, of Pratt-Read's Bristol Division and (ii) the Lease Agreement dated as of December 15, 1986 (the "Lease Agreement") between Pratt-Read and Cramer, providing for the lease of the real property of Pratt-Read's Bristol Division (the Purchase Agreement and the Lease Agreement collectively referred to as "Agreements"). This opinion is rendered pursuant to Section 3.2(d) of the Purchase Agreement. Terms used in this opinion that are defined in the Purchase Agreement are used herein as so defined.

We have examined such documents, records, and matters of law as we have deemed necessary for purposes of this opinion, and based thereupon we are of the opinion that:

(1) Pratt-Read is duly organized, validly existing, and in good standing under the laws of the State of Connecticut.

(2) The Agreements have been duly authorized, executed, and delivered by Pratt-Read and each of the Agreements is a valid and binding agreement of Pratt-Read enforceable against Pratt-Read in accordance with its terms,

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except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium and other laws and legal and equitable principles of general application affecting the rights or remedies of creditors, (b) principles of equity (regardless whether such enforceability is considered in a proceeding in equity or at law), and applicable laws or judicial decisions which may qualify or limit certain rights, remedies or provisions contained therein, but in our opinion, adequate remedies are available for the enforcement of Pratt-Read's obligation thereunder.

(3) Neither the execution and delivery by Pratt-Read of the Agreements, nor its performance of its obligations thereunder, will result in the violation of any statute or regulation, or any order or decree known to us of any court or governmental authority binding upon Pratt-Read or its property, or conflict with or result in a default or in creation of a lien under any of the provisions of Pratt-Read's Certificate of Incorporation or By-Laws or, to the best of our knowledge, any lease, indenture, loan agreement, instrument, or other agreement by which Pratt-Read is bound; provided, however, that the Open-End Mortgage Deed dated December 3, 1986 by Pratt-Read to The Connecticut Bank and Trust Company, N.A. ("CBT"), granting a mortgage of the real property of the Bristol Division ("Real Estate"), prohibits any lease of the Real Estate without CBT's prior written consent, and CBT's written consent to a lease of the Real Estate has been obtained.

We have made no investigation or examination of any records or facilities of the Bristol Division or of any of the Assets and therefore have no basis on which to form an independent opinion concerning the extent to which litigation may exist which may materially adversely affect the Assets or the extent to which the use or operation of the Assets may involve any violation of state or federal law. As counsel to Pratt-Read, we have participated in the preparation of the Agreements and related documents in connection with the sale of the Assets of the Bristol Division. From time to time we have had discussions with officers, directors, and employees of Pratt-Read concerning the sale of the Assets of the Bristol Division. Based solely thereon and on the certificate of an executive officer of Pratt-Read dated the date hereof, nothing has come to our attention which would cause us to believe (a) that there is any (i) pending litigation to which Pratt-Read is a party or (ii) any matter that we believe would be deemed to be overtly threatened litigation in which Pratt-Read may become a party, in each case related to the Assets of the Bristol Division which materially adversely affects the business, operations, property or condition, financial or otherwise, of the Assets of the Bristol Division or (b) that the Assets are

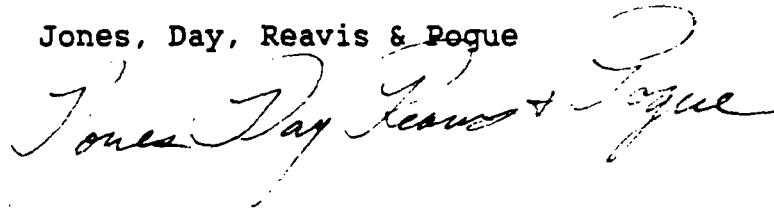
employed or operated in violation of any applicable state or federal law, which, in either case, materially adversely affects the business, operations, property or condition, financial or otherwise, of the Assets.

The foregoing opinions are subject to the following qualifications:

- (i) This opinion is limited to Ohio and federal law. To the extent that the laws of any state other than Ohio are applicable, relevant or controlling with respect to any agreement or matter we have examined in rendering our opinion, we have assumed that the laws of such state are identical to the State of Ohio.
- (ii) As to matters of fact, in rendering the opinion in paragraph 3 hereof with respect to the absence of any conflict between the Agreements and certain other agreements and other matters specifically referred to, we have relied upon the certificate of an executive officer of Pratt-Read dated the date hereof, and we have not made any independent investigation or inquiry whatsoever with respect to the matters of fact set forth in such certificate.

Very truly yours,

Jones, Day, Reavis & Pogue

A handwritten signature in cursive script that reads "Jones Day Reavis & Pogue". The signature is written in dark ink and is positioned below the typed name of the law firm.



# PEPPER, HAMILTON & SCHEETZ

ATTORNEYS AT LAW

20TH FLOOR  
THE FIDELITY BUILDING  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109-1083

215-893-3000

CABLE ADDRESS 'PEPFIL PHILADELPHIA'  
TELECOPIER (#485) 215-732-6029 · DEX (#3600) 215-985-9594  
DEX (#3600) 215-545-3477 · TWX 710-670-0777

606 SOUTH OLIVE STREET  
LOS ANGELES, CA 90014  
213-617-8151

5 GREAT VALLEY PARKWAY  
MALVERN, PA 19355  
215-251-0777

824 MARKET STREET  
WILMINGTON, DE 19801  
302-652-2007

1777 F STREET, N.W.  
WASHINGTON, D.C. 20006  
202-842-8100

3 SOUTH MARKET SQUARE  
HARRISBURG, PA 17108  
717-255-1155

800 RENAISSANCE CENTER  
DETROIT, MI 48243  
313-259-7110

December 15, 1986

Pratt-Read Corporation  
Ivoryton, Connecticut 06442

Ladies and Gentlemen:

We have acted as counsel to Cramer Company, a Delaware corporation ("Purchaser"), in connection with the purchase of certain assets of Pratt-Read Corporation ("Seller").

We have examined and are familiar with the Asset Purchase Agreement between Seller and Purchaser (the "Agreement") of even date herewith, and the Assumption Agreement and Lease, each of even date herewith between the Seller and Purchaser (said three agreements hereinafter are called the "Fundamental Agreements"). We have been furnished with originals or copies certified to our satisfaction of all such corporate records of Purchaser, with such certificates of public officials and of officers of Purchaser and with such other documents, and we have made such other examinations or investigations, as we have deemed necessary as a basis for the opinions hereinafter expressed. We have relied upon such certificates of public officials and of officers of Purchaser with respect to the accuracy of matters contained therein which were not independently investigated by us, and we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. Terms not otherwise defined herein have the same meaning as in the Agreement.

Based on the foregoing, we are of the opinion that:

1. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

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PEPPER, HAMILTON & SCHEETZ

Pratt-Read Corporation  
December 15, 1986  
Page Two

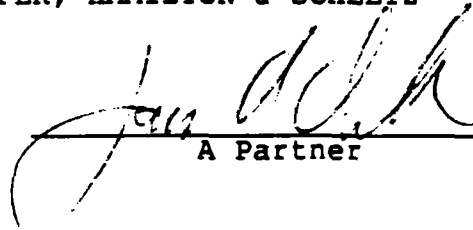
2. Each of the Fundamental Agreements has been duly authorized, executed and delivered by Purchaser and is a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by general equitable principles.

This opinion is given only with respect to the laws of the Commonwealth of Pennsylvania, the Federal law of the United States and the General Corporate Law of the State of Delaware.

Very truly yours,

PEPPER, HAMILTON & SCHEETZ

By:

  
A Partner

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PRATT-READ CORPORATION

Officer's Certificate

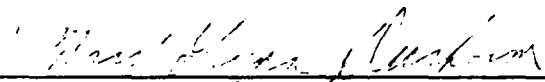
I, Mary Lynn Durham, the duly elected, qualified and acting Assistant Secretary of Pratt-Read Corporation, a Connecticut corporation (the "Company"), DO HEREBY CERTIFY AS FOLLOWS:

The following resolutions were duly adopted by the Board of Directors of the Company on December 15, 1986, which resolutions are in full force and effect on the date hereof and have not been rescinded, annulled or modified in any respect:

RESOLVED, that Harwood B. Comstock, President and Chief Executive Officer of the Company, is hereby authorized, empowered and directed to negotiate an asset purchase agreement providing for the sale of and transfer of all the assets of the Company used in connection with the Bristol Saybrook Division, except for the real property owned by the Company, which assets shall be more specifically described prior to the consummation of the transaction, for a purchase price of not less than \$1,600,000.

FURTHER RESOLVED, that the President and Chief Executive Officer and the Secretary and Treasurer of the Company, are hereby authorized and directed, for and on behalf of the Company to execute, deliver all such agreements, instruments or other documents and to take all actions as each of them may approve as being necessary or convenient to accomplish the purpose of the foregoing resolution or otherwise to consummate the transaction or other acts contemplated thereby or incident thereto, and the execution and delivery of any such document or instrument or taking of any such action by them shall be conclusive evidence of their approval and of their authority to act.

EXECUTED as of this 19<sup>th</sup> day of January, 1987.

  
\_\_\_\_\_  
Mary Lynn Durham  
Assistant Secretary

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CRAMER COMPANY  
SECRETARY'S CERTIFICATE

The undersigned, James A. Ounsworth, does hereby certify that he is the Assistant Secretary of Cramer Company, a Delaware corporation (the "Company"), and as such is duly authorized to execute this Certificate and does further certify that:

1. Attached hereto as Appendix A is a true and correct copy of certain resolutions duly adopted by the Board of Directors of the Company at a telephonic meeting duly called and held on December 12, 1986, at which a quorum was present and acting throughout and said resolutions have not been repealed or amended, but are in full force and effect on the date hereof.

2. Each of the persons named below is, as of the date hereof, a duly elected, qualified and acting officer of the Company holding the office set forth opposite his name and as such is authorized to execute all documents relating to the transaction referred to in the resolutions attached hereto as Appendix A and the signature set forth opposite such person's name is genuine:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Thomas L. French	Vice-President	<hr/>

IN WITNESS WHEREOF, the undersigned has set his hand this 15th day of December, 1986.

---

Title: Assistant Secretary

I, Thomas L. French, Vice-President of Cramer Company, do hereby certify that on this 15th day of December, 1986, James A. Ounsworth is the duly elected Assistant Secretary of Cramer Company and that the above signature is his genuine signature.

---

Title: Vice-President

## Appendix A

RESOLVED, that the Company be, and it hereby is, authorized and directed to enter into an Asset Purchase Agreement, dated as of December 15, 1986, by and between Pratt-Read Corporation, a Connecticut corporation ("P-R"), and the Company, wherein the Company will purchase certain assets (the "Assets") of the Bristol-Saybrook Company, a division of P-R ("the Bristol Division"), which is engaged in the business of manufacturing and selling motors and timers (the "Business").

FURTHER RESOLVED, that the Company be, and it hereby is, authorized and directed to enter into an Assumption Agreement, dated as of December 15, 1986, by and between P-R and the Company, wherein the Company will assume certain of the obligations of P-R with respect to its Bristol Division.

FURTHER RESOLVED, that the Company be, and it hereby is, authorized and directed to enter into a Lease for real property owned by P-R and used in the operation of the Business located at 97 Coulter Street, Old Saybrook, Connecticut (the "Lease").

FURTHER RESOLVED, that the proper officers of the Company be and hereby are authorized in the name and on behalf of the Company, to execute and deliver the Asset Purchase Agreement, the Assumption Agreement and the Lease, generally in the form discussed at this meeting of the Board of Directors, with such modifications thereto as they may deem appropriate, their authority to be conclusively evidenced by their execution thereof.

FURTHER RESOLVED, that the proper officers of the Company be and hereby are authorized, in the name of and on behalf of the Company, to negotiate, execute and deliver such additional agreements and to take such other actions as may be necessary or appropriate to effect the purchase of the Assets and to consummate the transactions contemplated by the Asset Purchase Agreement, the Assumption Agreement and the Lease.



# Nationwide Information Services, Inc.

December 31, 1986

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Pratt-Read Corporation  
Jurisdiction: CT Secretary of State  
Search Date: 12/17/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Uniform Commercial Code and Federal Tax Liens filed against the above named subject. As of the close of business of this search date we find:

DATE	FILE#
10/07/86	669002 ✓
12/16/86	678727 ✓
10/07/86	668998 ✓
07/01/86	655270 ✓ <i>except Bristol-Saybrook Assets</i>
10/07/86	668999 ✓

Please see 4 UCC's enclosed - no record found for Federal Tax Liens...

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.



DEBTOR:

Pratt-Read Corporation

\* PARTY REQUESTING COPIES OR INFORMATION

\* Nationwide Information Services  
\*  
\*  
\*  
\*  
\*

\* FOR FILING OFFICER USE:

\* RC-2691  
\* Jan. 13, 1987  
\* LPM  
\*  
\*  
\*

FILING OFFICER: Please furnish certificate showing whether there is on file as of, 19 at any presently effective financing statement naming the above debtor, and if there is, give date and hour of filing of each such statement and names and addresses of each secured party named therein. Enclosed is statutory fee of \$6.00

XX Please furnish copies of the following. Enclosed is a fee of \$3.00 for the first three pages of each statement plus \$3.00 for the fourth and each additional page of each statement.

\*\*\*\*\*

FILE NUMBER      \* DATE AND HOUR OF FILING      \* NAME AND ADDRESS OF SECURED PARTY

668998 ✓      ✓ 655270 / 668999 678727 ✓ ✓      ✓ 669002 ✓

SECRETARY OF THE STATE  
60 TRINITY STREET  
HARTFORD, CONNECTICUT 06100

*Margaretta Smith*

File #: 669002  
Date Filed: October 7, 1986  
Secured Party: Connecticut Bank & Trust Co.  
Hartford, Ct

Equipment, machinery, furniture, fixtures, inventory,  
general intangibles, accounts receivable, contract rights,  
chattel paper and all other items of personal property,  
plus proceeds of collateral.

Partial Release: #678727 Dec. 16, 1986

All accounts & accounts receivable, inventory, machinery,  
equipment and other personal property in transfer agreement  
between Debtor and Cramer Co. dated 12-12-86

---

File #: 668998  
Date Filed: Oct. 7, 1986  
Secured Party: Connecticut Bank & Trust Co.  
Hartford, Ct

Equipment, machinery, furniture, fixtures, inventory, accounts  
accounts receivables, contract rights, general intangibles, and  
all other items of personal property, plus products and proceeds  
of collateral.

---

File #: 655270  
Date Filed: July 1, 1986  
Secured Party: Jaffin Schneider & Conrad  
New York, NY

All accounts receivable, inventory, machinery, equipment,  
goods and chattel paper, with additions, replacements, and  
all proceeds of collateral.

*except Bristol Saybrook Assets*

**SCHEDULE A**

**Debtor:** Pratt-Need Corporation  
Main Street  
Ivoryton, Connecticut 06442

UCT / 12 50 PM '58  
669002

**Secured Party:** The Connecticut Bank and Trust Company, N.A.  
100 Constitution Plaza, 17th Floor  
Hartford, Connecticut 06105

(a) All accounts, bank accounts, accounts receivable, contracts, contract rights, general intangibles related to or arising from any account, notes, documents, chattel paper, instruments, acceptances, drafts or other forms of obligations and receivables of the Debtor arising from the sale or lease of inventory or rendition of services by Debtor in the ordinary course of its business or otherwise (all of the foregoing being herein collectively called Accounts), whether or not the same are listed on any schedules, assignments or reports furnished to Secured Party from time to time, and whether such Accounts are now existing or are created at any time hereafter, together with all goods, inventory and merchandise returned by or reclaimed by or repossessed from customers wherever such goods, inventory and merchandise are located, and all proceeds thereto including without limitation, proceeds of insurance thereon and all guaranties, securities, and liens which the Debtor may hold for the payment of any such Accounts, including without limitation, all rights of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held by the Debtor as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan, or otherwise.

(b) All documents, instruments, documents of title, general intangibles, policies and certificates of insurance, guaranties, securities, chattel paper, deposits, tax returns, proceeds of insurance, proceeds of an eminent domain or condemnation award, cash, liens or other property, relating to the Accounts and Inventory (as herein defined) the Debtor or in which the Debtor has an interest, which are now or may hereinafter be in the possession of the Debtor or as to which the Debtor may now or hereafter control possession by documents of title or otherwise, including, but not limited to, all property allocable to unshipped orders relating to Accounts and Inventory (as herein defined).

(c) All books, records, customer lists, supplier lists, ledgers, evidences of shipping, invoices, purchase orders, sales orders and all other evidences of the Debtor's business records, including all cabinets, drawers, etc. that may hold the same; computer records, lists, software, programs, wherever located; all whether now existing or hereafter arising or acquired.

(d) All of the Debtor's inventory, whether now owned or hereafter acquired, including without limitation (collectively herein called the "Inventory"): (i) all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials, and any and all items including machinery and equipment used or consumed in the operation of the business of the Debtor or which contribute to the finished product or to the sale, promotion and shipment thereof, in which the Debtor now or at any time hereafter may have an interest, whether or not such inventory is listed in this agreement on any reports furnished to the Secured Party from time to time; (ii) all inventory whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Accounts, including without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers; (iii) all inventory which may be located on premises of the Debtor or of any carrier, forwarding agents, truckers, warehousemen, vendors, selling agents or third parties; (iv) all general intangibles relating to or arising out of inventory; (v) all proceeds and products of the foregoing resulting from the sale, lease or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds and trade-ins; (vi) with respect to after-acquired inventory, the security interest shall be deemed to be a purchase money security interest.

(e) All patents, copyrights, tradenames, trademarks, application therefor, and licenses to any patent, copyright, trademarks, or tradenames that the Debtor now owns, has the right to use or may hereafter own or acquire the right to use. The Secured Party's security interest, as set forth in this subparagraph shall be limited to that interest necessary in order for the Secured Party to exercise or get the full benefit and value from the other security interests set forth herein.

(f) All equipment, machinery, appliances, furniture, fixtures, now existing or hereafter arising, wherever located.

(g) All other collateral in which the Debtor may hereafter grant to the Secured Party a security interest.

(h) All renewals, substitutions, replacements, additions, accessions, proceeds, and products of any and all of the foregoing.

The Debtor and/or its affiliates and/or subsidiaries may also conduct operations from and/or locate assets at other locations including, without limiting to, the following:

Main Street  
Ivoryton, Connecticut 06442

Route 100 (Town of Morristown)  
Morrisville, Vermont 05661

97 Coulter Street  
Old Saybrook, Connecticut 06475

1155 Railroad Avenue  
Bridgeport, Connecticut 06608

South Carolina Highway 93  
Central, South Carolina 29630

27 West Broad Street  
Pawcatuck, Connecticut 06379

56 Water Street  
Laconia, New Hampshire 03246

Flag Hole Road  
Andover, New Hampshire 03216

Buffalo Road  
Wentworth, New Hampshire 03286

Route 9  
Levittown, New York 12950

Beach Hill  
New Hampton, New Hampshire 032

DEBTOR(S) NAME(S) AND ADDRESS(ES):  
Pratt-Read Corporation,  
Main Street  
Ivoryton, Connecticut 06442

SECURED PARTY(IES) AND ADDRESS(ES):  
The Connecticut Bank and Trust  
Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, CT 06115

FOR FILING OFFICER (Date, Time, Number, and Filing Office):

678727  
DEC 16 1 19 PM '86

This statement refers to original Filing Statement No. 669002 Dated October 7, 1986

- A.  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B.  PARTIAL RELEASE - From the collateral described in the financing statement bearing the file number shown, the secured party releases the property indicated below.
- C.  ASSIGNMENT - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, secured Party's rights under this Financing Statement bearing the file number shown above in the property indicated below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E.  AMENDMENT - The financing statement bearing the above file number is amended as set forth below.

All accounts, accounts receivable, inventory, machinery and equipment and other personal property of the so-called "Bristol-Saybrook Division" of Pratt-Read Corporation as described more particularly in a certain transfer agreement between Pratt-Read Corporation and Cramer Company dated December 15, 1986. In all other respects, the Secured Party's lien remains unmodified and in full force and effect and fully encumbers all other assets of Debtor.

THE CONNECTICUT BANK AND TRUST CO., N.A.

BY: \_\_\_\_\_  
Signature(s) of debtor(s) (Only on amendments)

BY: [Signature]  
Signature(s) of secured party(ies)

DATED: \_\_\_\_\_

DATED: 12-15-86

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3 REV. 3-77

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor):  
Pratt-Read Corporation  
Main Street  
Ivoryton, Connecticut 06442

NAME AND ADDRESS OF SECURED PARTY (Or Assignee):  
The Connecticut Bank and Trust  
Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, CT 06115

FOR FILING OFFICER (Date, Time, Number):

Oct 7 12 50 PM '86

669002

1. This financing statement covers the following types (or items) of property (Describe):

All equipment, machinery, appliances, furniture, fixtures, inventory, goods, accounts, accounts receivable, bank accounts, instruments, documents, chattel paper, cash, contracts, contract rights, general intangibles and all other items of personal property as more particularly described in Schedule A attached hereto and made a part hereof and proceeds and products of all of the foregoing.

SEE OVERSIZE FILE

3

- 2. If collateral is crops, the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).
- 3. If applicable, the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.

- 4.  (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_
- 5.  (If products of collateral are claimed) products of collateral are also covered.

Number of additional sheets presented: 3

Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes.

WHICHEVER IS APPLICABLE  
PRATT-READ CORPORATION  
By: [Signature]  
Signature of Debtor, Or Assignor

Signature of Secured Party, Or Assignee

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)

Pratt-Read & Company  
Pratt-Read Corporation, d/b/a  
Main Street  
Ivoryton, Connecticut 06442

NAME AND ADDRESS OF SECURED PARTY (Or Assignee)

The Connecticut Bank and Trust  
Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, CT 06115

FOR FILING OFFICER (Date, Time, Number)

OCT 7 12 50 PM '86

668998

12

1. This financing statement covers the following types (or items) of property (Describe):

All equipment, machinery, appliances, furniture, fixtures, inventory, goods, accounts, accounts receivable, bank accounts, instruments, documents, chattel paper, cash, contracts, contract rights, general intangibles and all other items of personal property as more particularly described in Schedule A attached hereto and made a part hereof and proceeds and products of all of the foregoing.

(3)

# SEE OVERSIZE FILE

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet)

3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.

(If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_

4  (If products of collateral are claimed) products of collateral are also covered.

3

Number of additional sheets presented.

Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE

PRATT-READ CORPORATION

By *H. R. Campbell*

*H. R. Campbell*  
Signature of Debtor, Or Assignor

Signature of Secured Party, Or Assignee

(1) Filing Officer Copy - Alphabetical

STANDARD FORM UNIFORM COMMERCIAL CODE FINANCING STATEMENT

**SCHEDULE A**

Debtor: Pratt-Read Corporation  
Main Street  
Ivoryton, Connecticut 06442

Oct 7 12 58 PM '38  
RR 8998  
10 10 38

Secured Party: The Connecticut Bank and Trust Company, N.A.  
100 Constitution Plaza, 17th Floor  
Hartford, Connecticut 06108

(a) All accounts, bank accounts, accounts receivable, contracts, contract rights, general intangibles related to or arising from any account, notes, documents, chattel paper, instruments, acceptances, drafts or other forms of obligations and receivables of the Debtor arising from the sale or lease of inventory or rendition of services by Debtor in the ordinary course of its business or otherwise (all of the foregoing being herein collectively called Accounts), whether or not the same are listed on any schedules, assignments or reports furnished to Secured Party from time to time, and whether such Accounts are now existing or are created at any time hereafter, together with all goods, inventory and merchandise returned by or reclaimed by or repossessed from customers wherever such goods, inventory and merchandise are located, and all proceeds thereto including without limitation, proceeds of insurance thereon and all guaranties, securities, and liens which the Debtor may hold for the payment of any such Accounts, including without limitation, all rights of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held by the Debtor as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan, or otherwise.

(b) All documents, instruments, documents of title, general intangibles, policies and certificates of insurance, guaranties, securities, chattel paper, deposits, tax returns, proceeds of insurance, proceeds of an eminent domain or condemnation award, cash, liens or other property, relating to the Accounts and Inventory (as herein defined) the Debtor or in which the Debtor has an interest, which are now or may hereinafter be in the possession of the Debtor or as to which the Debtor may now or hereafter control possession by documents of title or otherwise, including, but not limited to, all property allocable to unshipped orders relating to Accounts and Inventory (as herein defined).



(c) All books, records, customer lists, supplier lists, ledgers, evidences of shipping, invoices, purchase orders, sales orders and all other evidences of the Debtor's business records, including all cabinets, drawers, etc. that may hold the same; computer records, lists, software, programs, wherever located; all whether now existing or hereafter arising or acquired.

(d) All of the Debtor's inventory, whether now owned or hereafter acquired, including without limitation (collectively herein called the "Inventory"): (i) all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials, and any and all items including machinery and equipment used or consumed in the operation of the business of the Debtor or which contribute to the finished product or to the sale, promotion and shipment thereof, in which the Debtor now or at any time hereafter may have an interest, whether or not such inventory is listed in this agreement on any reports furnished to the Secured Party from time to time; (ii) all inventory whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Accounts, including without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers; (iii) all inventory which may be located on premises of the Debtor or of any carrier, forwarding agents, truckers, warehousemen, vendors, selling agents or third parties; (iv) all general intangibles relating to or arising out of inventory; (v) all proceeds and products of the foregoing resulting from the sale, lease or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds and trade-ins; (vi) with respect to after-acquired inventory, the security interest shall be deemed to be a purchase money security interest.

(e) All patents, copyrights, tradenames, trademarks, application therefor, and licenses to any patent, copyright, trademarks, or tradenames that the Debtor now owns, has the right to use or may hereafter own or acquire the right to use. The Secured Party's security interest, as set forth in this subparagraph shall be limited to that interest necessary in order for the Secured Party to exercise or get the full benefit and value from the other security interests set forth herein.

(f) All equipment, machinery, appliances, furniture, fixtures, now existing or hereafter arising, wherever located.

(g) All other collaterals' in which the Debtor may hereafter grant to the Secured Party a security interest.

(h) All renewals, substitutions, replacements, additions, accessions, proceeds, and products of any and all of the foregoing.

The Debtor and/or its affiliates and/or subsidiaries may also conduct operations from and/or locate assets at other locations, including, without limiting to, the following:

Main Street  
Ivoryton, Connecticut 06442

Route 100 (Town of Morristown)  
Morrisville, Vermont 05661

97 Coulter Street  
Old Saybrook, Connecticut 06475

1155 Railroad Avenue  
Bridgeport, Connecticut 06605

South Carolina Highway 93  
Central, South Carolina 29630

27 West Broad Street  
Pawcatuck, Connecticut 06379

54 Water Street  
Laconia, New Hampshire 03246

Flag Mole Road  
Andover, New Hampshire 03216

Buffalo Road  
Wentworth, New Hampshire 03286

Route 9  
Levis, New York 12950

Beach Hill  
New Hampton, New Hampshire 032



1. STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

Debtor(s) (Last Name First) and address(es)  
Pratt-Read Corporation, d/b/a  
Street  
Hartford, Connecticut 06115

2. Secured Party(ies) and address(es)  
The Connecticut Bank and  
Trust Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, Connecticut 06115

For Filing Officer (Date, Time and Filing Office)

736832  
Nov 25 8 30 AM '85

This statement refers to original Financing Statement bearing File No. 660996  
with CT Secretary of State Date Filed October 7, 1985

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Secured Party no longer claims any interest in the personal property used in connection with the so-called "L-Saybrook Division" of Pratt-Read Corporation on or prior to December 15, 1985 and sold pursuant to certain Asset Purchase Agreement between Pratt-Read Corporation and Crumey Company dated as of December 15, 1985, other than the assets listed on Schedule A attached hereto. Except as modified hereby, the foregoing financing statement remains unmodified and in full force and effect. Without limiting the effect of the foregoing, no other collateral is affected by this Form UCC-3.

No. of additional Sheets presented: 1

Company, Pratt-Read Corporation, d/b/a

Signature(s) of Debtor(s) (necessary only if Item 8, is applicable)

The Connecticut Bank and Trust Company, N.A.

Signature(s) of Secured Party(ies)

Filing Officer Copy - Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.



C

## Schedule A

The following assets, properties, rights and interests of the Pratt-Read Corporation used in connection with the Bristol-Saybrook Division have not been released by Secured Party:

(1) Cash, Securities and Prepaid Items. All of Pratt-Read Corporation's cash on hand or on deposit, certificates of deposit, time deposits, securities or similar items;

(2) Certain Records. Pratt-Read Corporation's corporate books and records, and tax returns and tax support information, including, without limitation, all business records, written materials and other confidential and proprietary information owned by Pratt-Read Corporation and which relate to businesses operated by Pratt-Read Corporation other than the business of the Bristol-Saybrook Division; and

(3) Certain corporate Names. Any rights to the names "Pratt-Read Corporation", "Pratt-Read" or any variation thereof.

NAME AND ADDRESS OF DEBTOR OR ASSIGNOR  
Pratt-Read Corporation  
Main Street  
Ivoryton, CT 06442

NAME AND ADDRESS OF SECURED PARTY OR ASSIGNEE  
Jaffin, Schneider & Conrad  
350 Madison Avenue  
New York, New York 10017  
230 Park Avenue  
New York, New York  
10169

FOR FILING OFFICER Date Time Number  
655270  
JUL 1 8 30 AM '66

This financing statement covers the following types or items of property. Describe  
For types (or items) of property covered by this  
Financing Statement see Continuation Sheet attached  
hereto and by this reference specifically made a  
part hereof.

SEE OVERSIZE FILE

①

- 2 If collateral is crops, the above described crops are growing or are to be grown on land or real estate above or on a separate sheet
  - 3 If applicable, the above goods are to become fixtures or describe real estate above or on a separate sheet, and this statement is to be filed for record in the real estate records
  - If debtor does not have an interest in record, the name of the owner is \_\_\_\_\_
  - If products of collateral are claimed, products of collateral are also covered
- 1 Number of additional sheets presented  Debtor is manufacturing utility as defined in 42a-9-412 Conn. General Statutes

WHICHEVER IS APPLICABLE	<i>H. B. Condit</i>	<i>Arthur J. Conrad</i>
-------------------------	---------------------	-------------------------

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

REORDER FROM  
Registre, Inc.  
514 PERCE ST  
P.O. BOX 218  
ANDOVER, MA 01810  
617-421-1713

CONTINUATION SHEET

655 770  
883270

Debtor: Pratt-Read Corporation

Secured Party: Jaffin, Schneider & Conrad

This financing statement covers all of the collateral which is defined in the Security Agreement dated as of May 7, 1986 and made under the laws of the State of New York (the "Agreement") between Pratt-Read Corporation (Debtor) and Jaffin, Schneider & Conrad (Secured Party), to mean:

(i) all of Debtor's accounts receivable, inventory, machinery and equipment (and additions thereto and replacements thereof) except inventory of Debtor's key and action business located at Central, South Carolina, and assets of the Bristol division of the Debtor;

(ii) all property, goods and chattels of the same classes as hereinabove described, acquired by the Debtor subsequent to the execution of the Agreement and prior to its termination;

(iii) all proceeds thereof, if any; and

(iv) all increases, substitutions, replacements, additions and accessions thereto.

NAME AND ADDRESS OF DEBTOR (Or Assignor):  
American Keyboard Company  
Pratt-Read Corporation, d/b/a  
Main Street  
Ivoryton, Connecticut 06442

NAME AND ADDRESS OF SECURED PARTY (Or Assignee):  
The Connecticut Bank and Trust  
Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, CT 06115

FOR FILING OFFICER (Date, Time, Number):  
OCT 7 12 50 PM '86  
668999

This financing statement covers the following types (or items) of property (Describe):

All equipment, machinery, appliances, furniture, fixtures, inventory, goods, accounts, accounts receivable, bank accounts, instruments, documents, chattel paper, cash, contracts, contract rights, general intangibles and all other items of personal property as more particularly described in Schedule A attached hereto and made a part hereof and proceeds and products of all of the foregoing.

3

# SEE OVERSIZE FILE

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).  
3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.

4.  (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_  
(If products of collateral are claimed) products of collateral are also covered.

3 Number of additional sheets presented.  Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes.

WHICHEVER IS APPLICABLE  
PRATT-READ CORPORATION  
By [Signature]  
Signature of Debtor Or Assignor  
Signature of Secured Party Or Assignee

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM 1001

**SCHEDULE A**

**Debtor: Pratt-Read Corporation**  
Main Street  
Ivoryton, Connecticut 06442

UCL 7 12 30 PM '88  
E 6 8 9 9 9

**Secured Party: The Connecticut Bank and Trust Company, N.A.**  
100 Constitution Plaza, 17th Floor  
Hartford, Connecticut 06188

(a) All accounts, bank accounts, accounts receivable, contracts, contract rights, general intangibles related to or arising from any account, notes, documents, chattel paper, instruments, acceptances, drafts or other forms of obligations and receivables of the Debtor arising from the sale or lease of inventory or rendition of services by Debtor in the ordinary course of its business or otherwise (all of the foregoing being herein collectively called Accounts), whether or not the same are listed on any schedules, assignments or reports furnished to Secured Party from time to time, and whether such Accounts are now existing or are created at any time hereafter, together with all goods, inventory and merchandise returned by or reclaimed by or repossessed from customers wherever such goods, inventory and merchandise are located, and all proceeds thereto including without limitation, proceeds of insurance thereon and all guaranties, securities, and liens which the Debtor may hold for the payment of any such Accounts, including without limitation, all rights of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held by the Debtor as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan, or otherwise.

(b) All documents, instruments, documents of title, general intangibles, policies and certificates of insurance, guaranties, securities, chattel paper, deposits, tax returns, proceeds of insurance, proceeds of an eminent domain or condemnation award, cash, liens or other property, relating to the Accounts and Inventory (as herein defined) the Debtor or in which the Debtor has an interest, which are now or may hereinafter be in the possession of the Debtor or as to which the Debtor may now or hereafter control possession by documents of title or otherwise, including, but not limited to, all property allocable to unshipped orders relating to Accounts and Inventory (as herein defined).



(c) All books, records, customer lists, supplier lists, ledgers, evidences of shipping, invoices, purchase orders, sales orders and all other evidences of the Debtor's business records, including all cabinets, drawers, etc. that may hold the same; computer records, lists, software, programs, wherever located; all whether now existing or hereafter arising or acquired.

(d) All of the Debtor's inventory, whether now owned or hereafter acquired, including without limitation (collectively herein called the "inventory"): (i) all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials, and any and all items including machinery and equipment used or consumed in the operation of the business of the Debtor or which contribute to the finished product or to the sale, promotion and shipment thereof, in which the Debtor now or at any time hereafter may have an interest, whether or not such inventory is listed in this agreement on any reports furnished to the Secured Party from time to time; (ii) all inventory whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Accounts, including without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers; (iii) all inventory which may be located on premises of the Debtor or of any carrier, forwarding agents, truckers, warehousemen, vendors, selling agents or third parties; (iv) all general intangibles relating to or arising out of inventory; (v) all proceeds and products of the foregoing resulting from the sale, lease or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds and trade-ins; (vi) with respect to after-acquired inventory, the security interest shall be deemed to be a purchase money security interest.

(e) All patents, copyrights, tradenames, trademarks, application therefor, and licenses to any patent, copyright, trademarks, or tradenames that the Debtor now owns, has the right to use or may hereafter own or acquire the right to use. The Secured Party's security interest, as set forth in this subparagraph shall be limited to that interest necessary in order for the Secured Party to exercise or get the full benefit and value from the other security interests set forth herein.

(f) All equipment, machinery, appliances, furniture, fixtures, now existing or hereafter arising, wherever located.

(g) All other collateral in which the Debtor may hereafter grant to the Secured Party a security interest.

(h) All renewals, substitutions, replacements, additions, accessions, proceeds, and products of any and all of the foregoing.

The Debtor and/or its affiliates and/or subsidiaries may also conduct operations from and/or locate assets at other locations, including, without limiting to, the following:

Main Street  
Ivoryton, Connecticut 06442

Route 100 (Town of Morristown)  
Morrisville, Vermont 05661

97 Coulter Street  
Old Saybrook, Connecticut 06475

1155 Railroad Avenue  
Bridgeport, Connecticut 06605

South Carolina Highway 93  
Central, South Carolina 29630

27 West Broad Street  
Pawcatuck, Connecticut 06379

54 Water Street  
Laconia, New Hampshire 03246

Flag Hole Road  
Andover, New Hampshire 03216

Buffalo Road  
Wentworth, New Hampshire 03286

Route 9  
Levis, New York 12950

Beach Hill  
New Hampton, New Hampshire 032



STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

12

1. Debtor (Last Name First) and address(es)  
**Keyboard Company  
and Corporation, d/b/a  
Hartford  
Connecticut 06112**

2. Secured Party(ies) and address(es)  
**The Connecticut Bank and  
Trust Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, Connecticut 06115**

For Filing Officer (Date, Time and Filing Office)

**736833**

4. This statement refers to original Financing Statement bearing File No. **688999**  
**CT Secretary of State**

Date Filed **October 7,** 19 **88**

- 5. **Waiver.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. **Release.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. **Release of Collateral.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

**Secured Party no longer claims any interest in the personal property used in connection with the so-called "Jaybrook Division" of Pratt-Read Corporation on or prior to December 15, 1986 and sold pursuant to certain Asset Purchase Agreement between Pratt-Read Corporation and Craser Company dated as of December 15, 1986, other than the assets listed on Schedule A attached hereto. Except as modified hereby, this financing statement remains unmodified and in full force and effect. Without limiting the generality of the foregoing, no other collateral is affected by this Form UCC-3.**

No. of additional Sheets presented: **1**

**Keyboard Company, Pratt-Read Corporation, d/b/a**  
*[Signature]*  
nature(s) of Debtor(s) (necessary only if Item 8 is applicable).

**The Connecticut Bank and Trust Company, N.A.**  
*[Signature]*  
Signature(s) of Secured Party(ies)

Officer Copy - Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.



Schedule A

The following assets, properties, rights and interests of the Pratt-Read Corporation used in connection with the Bristol-Saybrook Division have not been released by Secured Party:

(1) Cash, Securities and Prepaid Items. All of Pratt-Read Corporation's cash on hand or on deposit, certificates of deposit, time deposits, securities or similar items;

(2) Certain Records. Pratt-Read Corporation's corporate books and records, and tax returns and tax support information, including, without limitation, all business records, written materials and other confidential and proprietary information owned by Pratt-Read Corporation and which relate to businesses operated by Pratt-Read Corporation other than the business of the Bristol-Saybrook Division; and

(3) Certain corporate Names. Any rights to the names "Pratt-Read Corporation", "Pratt-Read" or any variation thereof.

# Nationwide Information Services, Inc.

December 31, 1986

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Pratt-Read Corporation  
Jurisdiction: CT Secretary of State  
Search Date: 12/18/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Suits and Judgments against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 8, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Brood St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Pratt-Read Corporation  
Jurisdiction: Old Saybrock Town, CT  
Search Date: 12/08/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for filings under the Uniform Commercial Code filed against the above named subject. As of the close of business of this search date we find:

DATE	FILE#
12/04/86	LIB 0329 PG 0343 ✓

Please see 1 UCC enclosed.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

PLEASE TYPE THIS FORM

CIC-208

UCC-1 REV. 2/88

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 STATE OF CONNECTICUT

INSTRUCTIONS

1. Remove Secured Party and Debtor copies and send other 4 copies with interleaved carbon paper to the Secretary of the State. Enclose filing fee.
2. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of four copies of Form UCC-1. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Do not attach to UCC-1 form.
3. If collateral covers timber, minerals including oil and gas or accounts financed at the wellhead or minehead, this financial statement shall show that it covers this type collateral, shall recite that it is to be filed in the real estate records and the financing statement shall contain a description of the real estate.
4. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of UCC-1 forms, with extra fee. Do not attach to UCC-1 form.
5. At the time of original filing, filing officer will return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and a third copy as a Termination Statement.

This Financing Statement is filed with Office of the Secretary of the State, 260 Main Street, Hartford, Connecticut 06103.

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
Pratt-Read Corporation Main Street Ivoryton, Connecticut 06442	The Connecticut Bank and Trust Company, N.A. 100 Constitution Plaza 17th Floor Hartford, CT 06115	Old Saybrook Town Clerk  FILED 0239 PAGE 0343

1. This financing statement covers the following types (or items) of property (Describe)

All equipment, machinery, appliances, furniture, fixtures, inventory, goods, accounts, accounts receivable, bank accounts, instruments, documents, chattel paper, cash, contracts, contract rights, general intangibles and all other items of personal property as more particularly described in Schedule A attached hereto and made a part hereof and proceeds and products of all of the foregoing. The legal description of the real property upon which the foregoing is located is set forth in Schedule B attached hereto and made a part hereof. The name of the owner of record is Pratt-Read Corporation.

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).

3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.

4.  (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_

(If products of collateral are claimed) products of collateral are also covered.

25 Number of additional sheets presented  Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes.

WHICHEVER IS APPLICABLE	PRATT-READ CORPORATION By <i>Charles [Signature]</i> Treasurer	Signature of Secured Party (Or Assignee)
-------------------------	--	--

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

(5) Debtor Copy ORIGINATOR - Remove this copy and forward balance of form intact for filing.

**To all People to whom these Presents shall come, Greeting:**

KNOW YE, THAT THE CONNECTICUT BANK AND TRUST COMPANY, N.A.

do <sup>es</sup> hereby release and discharge a certain open-end mortgage deed from  
PRATT-READ CORPORATION to The Connecticut Bank and Trust  
dated December 3, 1986 and recorded in the Land Records of the town of Old Saybrook  
County of New London and State of Connecticut in Vol. 239, at Page 290#  
to which reference may be had:

\*and further to release a Conditional Assignment of Leases and Rentals dated  
December 3, 1986 and recorded in Volume 239 at Page 334 of the Old Saybrook Land  
Records; and to release a UCC-1 dated December 3, 1986 and recorded in Volume 239  
at Page 343 of the Old Saybrook Land Records.

IN WITNESS WHEREOF, THE CONNECTICUT BANK AND TRUST COMPANY, N.A.

has hereunto set its hand this 19<sup>th</sup> day of December 19 86

Signed and Delivered in the presence of: (type or print name below each signature)

*Paula Kelly*  
Paula Kelly  
*Michael F. Maglio*  
Michael F Maglio

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.  
BY *Robert A. Miller*  
Robert A. Miller  
Its Assistant Vice President

STATE OF CONNECTICUT, } as. 19  
COUNTY OF

Personally Appeared

Signer(s) of the foregoing Instrument, and acknowledged the same to be  
free act and deed, before me.

Notary Public / J. of Peace / Commissioner of Superior Court

STATE OF CONNECTICUT, } as. Hartford December 19, 19 86  
COUNTY OF HARTFORD

Personally Appeared *Robert A. Miller, Assistant Vice President of The Connecticut Bank  
and Trust Company, N.A., a banking company* as aforesaid, Signer of the foregoing Instrument, and  
acknowledged the same to be *his* free act and deed as such *Assistant Vice President*  
and the free act and deed of said corporation/partnership, before me.

*Michael F. Maglio*  
Michael F. Maglio  
Notary Public / J. of Peace / Commissioner of Superior Court



# Nationwide Information Services, Inc.

January 8, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Brood St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Pratt-Read Corporation  
Jurisdiction: Old Saybrook Town, CT  
Search Date: 12/08/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Federal Tax Liens filed against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 8, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Pratt-Read Corporation  
Jurisdiction: Old Saybrook Town, CT  
Search Date: 12/08/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for State Tax Liens filed against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 26, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Pratt-Read Corporation  
Jurisdiction: Middlesex Co., CT  
Search Date: 01/14/87

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Suits and Judgments against the above named subject. As of the close of business of this search date we find:

DATE	FILE#
11/07/86	DOC CV-8500437395

Please see 1 suit enclosed - pending.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

REGARDING: PRATT-READ CORPORATION

JURISDICTION: Middlesex County Superior Court, Ct 265 *Debra*  
*Middlesex*

We have caused a search to be made regarding the above captioned (223)  
subject in an effort to develop outstanding or effective: 344-2966

- Suits - Judgements
- State Tax Liens
- Federal Tax Liens
- Uniform Commercial Code Financing Statements

The following are a matter of record:

<u>File/Docket Number</u>	<u>Date</u>	<u>Secured Party/Plaintiff</u>
Doc#CV-85 - 0043739S	11-7-86	Anevka Inc. For \$10,000.00 (Pending claimed for trial )

Our search ran from 1-1-76 Thru 1-22-87

- Copies are attached
- No record of subject found in this jurisdiction
- Remarks Note: There were many other cases but they were withdrawn.

Report for: Karen at #295 Date: 1-22-87  
Our Ref #: 58060N Index: \_\_\_\_\_

The information contained in this report is strictly confidential. Although obtained from sources deemed reliable, the accuracy of same is not guaranteed. No liability is assumed by the searcher.



Docket No. CV-85-0043739S

Anevka, Inc.

vs.

Superior Court

J.D. Hartford/New Britain

Pratt-Read Corporation

October 8,

1986

RELEASE OF ATTACHMENT

This is to certify that a certain attachment lien filed in the Town Clerk's Office in the town of Essex in the County of Middlesex and State of Connecticut on the 27th day of March 1985, and recorded in Vol. 95 page 674 in favor of Anevka, Inc. the plaintiff in said action and against Pratt-Read Corporation defendant upon certain real estate situated in said town of Essex and more particularly described in said lien is hereby released and wholly discharged.

Dated at Bloomfield Conn., this 8th day of October 1986

by Steven M. Zelman Attorney of Record and the authority subscribing the writ of attachment. Plaintiff - Anevka, Inc.

10/10/86 at 1:40 p.m. Betty J. Haudenry, Town Clerk

# Nationwide Information Services, Inc.

December 31, 1986

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Bristol-Saybrook Company  
Jurisdiction: CT Secretary of State  
Search Date: 12/18/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Uniform Commercial Code and Federal Tax Liens filed against the above named subject. As of the close of business of this search date we find:

DATE	FILE#
10/07/86	669001 ✓

Please see 1 UCC enclosed - no record found for Federal Tax Liens...

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

4 FTL

Bristol - Saybrook  
Company

File #: 669001

Date Filed: October 7, 1986

Secured Party: Connecticut Bank & Trust Co.  
Hartford, Ct

Equipment, machinery, furniture, fixtures, inventory,  
accounts, accounts receivable, contract rights, intangible  
personal property and proceeds and products of collateral.

This was terminated on December 16, 1986

The Bristol-Saybrook Company  
a division of Pratt-Read  
Corporation  
Main Street  
Ivoryton, Connecticut 06442

The Connecticut Bank and Trust  
Company, N.A.  
100 Constitution Plaza  
17th Floor  
Hartford, CT 06115

OCT 7 12 50 PM '86

6890012

1. This financing statement covers the following types (or items) of property (Describe)

All equipment, machinery, appliances, furniture, fixtures, inventory, goods, accounts, accounts receivable, bank accounts, instruments, documents, chattel paper, cash, contracts, contract rights, general intangibles and all other items of personal property as more particularly described in Schedule A attached hereto and made a part hereof and proceeds and products of all of the foregoing.

**SEE OVERSIZE FILE**

TERMINATED-T  
DEC 18 1986 5 715  
1 PM

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet)  
3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed in the real estate records.  
4.  (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_  
(If products of collateral are claimed) products of collateral are also covered.  
3 Number of additional sheets presented  Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes.

WHICHEVER IS APPLICABLE	PRATT-READ CORPORATION By <i>H.S. [Signature]</i> Its <i>President</i> Signature of Debtor (Or Assignor)	Signature of Secured Party (Or Assignee)
-------------------------	---	--

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1



DEBTOR:

Bristol-Saybrook Company

\* PARTY REQUESTING COPIES OR INFORMATION

- \* Nationwide Information Services
- \*
- \*
- \*
- \*
- \*

\* FOR FILING OFFICER USE:

- \* RI-5206
- \* Jan. 13, 1987
- \* LPM
- \*
- \*
- \*

FILING OFFICER: Please furnish certificate showing whether there is on file as of, 19 at any presently effective financing statement naming the above debtor, and if there is, give date and hour of filing of each such statement and names and addresses of each secured party named therein. Enclosed is statutory fee of \$6.00

XX Please furnish copies of the following. Enclosed is a fee of \$3.00 for the first three pages of each statement plus \$3.00 for the fourth and each additional page of each statement.

<u>FILE NUMBER</u>	<u>* DATE AND HOUR OF FILING</u>	<u>* NAME AND ADDRESS OF SECURED PARTY</u>
None	None	None

o/c

**SECRETARY OF THE STATE  
60 TRINITY STREET  
HARTFORD, CONNECTICUT 06106**



# Nationwide Information Services, Inc.

December 31, 1986

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Brood St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Bristol-Saybrook Company  
Jurisdiction: CT Secretary of State  
Search Date: 12/18/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Suits and Judgments against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 8, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Brood St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Bristol-Saybrook Company  
Jurisdiction: Old Saybrook Town, CT  
Search Date: 12/08/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for filings under the Uniform Commercial Code filed against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 8, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Brood St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Bristol-Saybrook Company  
Jurisdiction: Old Saybrook Town, CT  
Search Date: 12/08/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Federal Tax Liens filed against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 8, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Bristol-Saybrook Company  
Jurisdiction: Old Saybrook Town, CT  
Search Date: 12/08/86

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for State Tax Liens filed against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

# Nationwide Information Services, Inc.

January 26, 1987

Susan Patton  
Pepper Hamilton & Scheetz  
123 So. Broad St.  
20th Fl.  
Philadelphia, PA 19109

Subject: Bristol-Saybrook Company  
Jurisdiction: Middlesex Co., CT  
Search Date: 01/14/87

Dear Ms. Patton:

We have caused a search to be made of the above jurisdiction for Suits and Judgments against the above named subject. As of the close of business of this search date we find:

No record.....

Our information is as accurate as reasonable care can make it. However, the ultimate responsibility for maintaining files rests with the filing officer and we will accept no liability beyond the exercise of reasonable care.

REGARDING: BRISTOL-SAYBROOK COMPANY  
JURISDICTION: Middlesex County Superior Court, CT

We have caused a search to be made regarding the above captioned subject in an effort to develop outstanding or effective:

- Suits - Judgements
- State Tax Liens
- Federal Tax Liens
- Uniform Commercial Code Financing Statements

The following are a matter of record:

<u>File/Docket Number</u>	<u>Date</u>	<u>Secured Party/Plaintiff</u>
---------------------------	-------------	--------------------------------

CLEAR

Our search ran from 1-1-76 Thru 1-22-87

- Copies are attached
- No record of subject found in this jurisdiction
- Remarks

Report for: Karen at #295 Date: 1-22-87  
r Ref #: 58061N Index: \_\_\_\_\_

Information contained in this report is strictly confidential. Although obtained from sources deemed reliable, the accuracy and completeness is not guaranteed. No liability is assumed by the searcher.