AGREEMENT made this 9th day of May, 1958, with an effective date as of the close of business on April 30, 1958, between OWENS-ILLINOIS GLASS COMPANY, an Ohio corporation, hereinafter called "O-I," and OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation, hereinafter called "OCF."

In consideration of the mutual promises herein contained, the parties agree as follows:

1. O-I hereby sells to OCF certain of the properties, hereinafter more particularly described, of the Kaylo Division of O-I on the following terms and conditions.

2. The term "Products" wherever it appears in this Agreement means hydrous calcium silicate products of the type heretofore manufactured by O-I at Berlin, New Jersey, and commonly referred to as "Kaylo." OCF hereby purchases the inventories of raw materials for the production of Products, Products in process of manufacture, finished Products in warehouse, and the manufacturing supplies and repair parts at the Kaylo plant at Berlin, New Jersey, all as of the close of business on April 30, 1958, for an aggregate consideration of $633,661.41, which OCF agrees to pay in Toledo funds upon the execution of this Agreement.

3. OCF hereby purchases all trademarks relating exclusively to Kaylo owned by O-I, including trademarks set forth on the attached Schedule A, for an aggregate consideration of $17,500.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

4. OCF hereby purchases as of the close of business on April 30, 1958, the land, buildings, machinery and equipment, including

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facilities under construction, office furniture, fixtures and equipment and automotive equipment, all located at Berlin, New Jersey; equipment at other locations used solely for testing Products or research in connection therewith, for an aggregate consideration of $3,600,000.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

5. OCF hereby purchases all inventions, patents and patent applications, both domestic and foreign, owned by O-I at the close of business on April 30, 1958, defining Products, or processes or apparatus for the manufacture thereof, including but not limited to the patents and applications listed on the attached Schedule B, for an aggregate consideration of $2,650,000.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

6. O-I hereby assigns to OCF all of the executory contracts as of May 1, 1958, of the Kaylo Division, including those for the purchase or sale of goods, materials, equipment, supplies and capital assets, agreements with labor unions, consultant agreements and all other contracts having to do with the conduct of its business (excepting, however, accounts receivable arising from goods supplied, services rendered or other transactions prior to May 1, 1958) and OCF agrees to perform and discharge all executory obligations under such contracts (excepting, however, any obligation for goods supplied or services rendered prior to that date, these obligations remaining the responsibility of O-I and excepting the obligation, if any, of O-I to pay compensation to any salaried employee of its Kaylo Division by reason of the termination of his employment by O-I), and will save O-I harmless from any and all claims of any third person or persons for any breach, after assignment

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thereof, of any agreement so assigned. O-I will save OCF harmless from any and all claims for any breach, prior to assignment thereof, of any agreement so assigned, and for the breach of all warranties and agreements relating to goods delivered prior to May 1, 1958.

7. O-I will permit OCF to have such access as OCF may desire to the books, records, contracts, orders, files and properties of the Kaylo Division, and as promptly as practicable O-I will deliver to OCF all books, records, contracts, orders and files of the Kaylo Division, except such as O-I desires to retain, and as to these, O-I will make and deliver to OCF copies of any OCF desires.

8. O-I will turn over to OCF as promptly as practicable the files and records relating to all domestic and foreign patents, applications and inventions transferred to OCF. O-I will cooperate in making available other pertinent files and records, and O-I will cooperate in assisting OCF to prosecute pending applications and to file and prosecute additional applications on inventions transferred as OCF may elect.

9. O-I will deliver to OCF as promptly as practicable all deeds, bills of sale, assignments, and any other documents that are necessary or advisable to carry out the purposes of this Agreement. All titles to be conveyed by O-I hereunder shall be free, clear and unencumbered, except for the lien of taxes and assessments not due and payable on May 1, 1958, and except for defects in title to real estate which do not and will not substantially interfere with the use of real estate for the purpose for which it is presently used, and transfers thereof shall be made by deeds and bills of sale of general warranty, accompanied by appropriate abstract, report of title or title insurance policy showing

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real estate titles to be good and merchantable in O-I, free, clear and unencumbered except as aforesaid. O-I makes no representation or warranty whatsoever, except as to title, as to personal property sold to OCF, nor as to the validity or scope of any patent or patent application, nor as to the rights OCF will acquire under any trademark or trade name. All documents contemplated hereby and all necessary corporate action shall be subject to the reasonable approval of respective counsel. O-I and OCF will each pay its own expenses in connection with the transaction herein contemplated.

10. The possession, use and disposition by O-I of the assets sold to OCF from the close of business on April 30, 1958, until the consummation of the sale herein contemplated shall be at the risk, and for the account, of OCF; O-I will account to OCF for any excess of its receipts therefrom over its disbursements in connection therewith or OCF will reimburse O-I for any excess of such disbursements over such receipts, as the case may be, as promptly as the balance can be determined.

11. Any controversy or dispute arising out of this Agreement shall be settled by arbitration conducted in accordance with the rules, in effect at the time the controversy or dispute arises, of the American Arbitration Association.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed in the State of Ohio.

13. The several rights and obligations hereunder shall extend to and be binding on O-I, OCF and their respective successors and

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assigns, but no third person, except for such successors and assigns, shall have or acquire any right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their corporate seals by their duly authorized officers on the day and year first above written.

OWENS-ILLINOIS GLASS COMPANY

By _____
President

ATTEST

_____
Secretary

OWENS-CORNING FIBERGLAS CORPORATION

By _____
Financial Vice President

ATTEST

_____
Secretary

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