H. K. PORTER COMPANY, INC.

PORTER BUILDING

PITTSBURGH, PENNSYLVANIA

To the SHAREHOLDERS of:

TALLMAN-McCLUSKEY FABRICS CO.
236 E. Monroe Avenue
Kirkwood
St. Louis, Missouri 63122

NOTICE OF CONDITIONAL EXECUTION
AND DELIVERY BY PORTER

The execution and delivery by H. K. PORTER COMPANY, INC. of the AGREEMENT AND PLAN OF REORGANIZATION made the 29th day of January, 1969, by and between PORTER and the SHAREHOLDERS whose signatures appear in said Agreement, HEREBY IS MADE CONDITIONAL upon the final approval of the Co-Executors for the Estate of Mr. Roscoe S. Tallman, Deceased, as provided in Exhibit "E" to said Agreement.

H. K. PORTER COMPANY, INC.

By: J. S. Morrow
J. S. Morrow, President

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AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT, made this 29th day of January, 1969, by and between H. K. PORTER COMPANY, INC., a Delaware corporation having its principal office in the Porter Building, Pittsburgh, Pennsylvania (herein called "PORTER") and the undersigned individuals (herein collectively called "SHAREHOLDERS"), being the owners and holders of all of the issued and outstanding shares of capital stock of TALLMAN-McCLUSKEY FABRICS CO., a Missouri corporation, having its principal office in Kirkwood, St. Louis, Missouri (herein called "TALLMAN"),

WITNESSETH:

WHEREAS, the parties hereto desire to enter into and carry out an Agreement and Plan of Reorganization pursuant to Section 368 (a) (1) (B) and other relevant sections of the Internal Revenue Code of 1954, as amended, and in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the partie hereto, and intending to be legally bound hereby, the parties hereto, jointly and severally, covenant, stipulate, represent, warrant and agree as follows:

1. SHAREHOLDERS represent and warrant that:

(a) TALLMAN is a corporation duly organized, existing and in good standing under the laws of the State of Missouri, has corporate power to carry on its business as now being conducted, is duly qualified to do business in and pays taxes to the States in which the nature of its business so requires and is not required by reason of its present operations to be qualified to do business in or pay taxes to any other State, and will, from the date hereof through the Closing Date (as hereinafter defined), continue to be so existing and in good standing, with such corporate power, and so qualified to do business.

(b) The Charter and By-laws of TALLMAN, as exhibited to PORTER, include all amendments to and including the date hereof; and no amendment shall hereafter be made to said Charter or By-laws on or prior to the Closing Date without the prior written consent of PORTER.

(c) TALLMAN has an authorized capital of 10000 shares of capital stock of 0 par value of which 8,479 shares are issued and outstanding, and there are no other classes of stock authorized or shares outstanding; TALLMAN has granted no right, warrant or option, and no subscription exists, with respect to any of said authorized but unissued shares, and TALLMAN will grant no right, warrant or option, and no subscription will exist, from the date hereof through the Closing Date with respect to any of said authorized but unissued shares; no change will be made in the number of its issued and outstanding shares from the date hereof through the Closing Date.

(d) The shares of capital stock of TALLMAN evidenced by the certificates to be delivered hereunder have been lawfully issued, are fully paid and non-assessable, are free and clear of any lien, encumbrance, claim or equity; and each SHAREHOLDER owns the number of shares set forth opposite his signature affixed hereto and has the legal right to sell and transfer the same.

(e) The certificates to be so delivered hereunder are genuine and, together with any supporting papers, will at the time of such delivery be in such form as to enable the shares of stock evidenced thereby to be transferred to PORTER on the stock transfer books of TALLMAN.

(f) The financial statements of TALLMAN for the fiscal years ended December 1967, December 31, 1966, December 31, 1965, December 31, 1964, December 31, 1963, and December 31, 1962, respectively, prepared by Harry J. Brusselback & Co., Public Accountants, St. Louis, Missouri, heretofore furnished to PORTER by TALLMAN and SHAREHOLDERS, constitute true and correct statements as of such dates, respectively, of the financial condition, assets and liabilities of TALLMAN, and of its earnings for the fiscal years respectively then ended, prepared in conformity with generally accepted accounting principles applic

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basis consistent with that of the preceding years; that attached hereto, made a part hereof and marked Exhibit "A" is a true and correct balance sheet of TALLMAN as of October 31, 1968 and a profit and loss statement of TALLMAN for the ten month period then ended, prepared on the same basis as the above-mentioned financial statements; there are no liabilities, contingent or otherwise, not reflected on said balance sheet which exceed in the aggregate $5,000; from October 31, 1968 to the date hereof there has not been, and from the date hereof through the Closing Date there will not be, any adverse change in the condition, financial, business or otherwise, of TALLMAN; no dividends or distributions of capital, surplus or profits have been made by TALLMAN since October 31, 1968 and none will be made by TALLMAN on or prior to the Closing Date, whether in redemption of any of its outstanding shares of capital stock or otherwise.

(g) As of October 31, 1968, TALLMAN's inventories were, and as of the Closing Date will be, good and usable, were not more than one (1) year old on October 31, 1968, and in the usual and ordinary course of business as TALLMAN's operations are now conducted will be sold at regular prices, or used or consumed, within one (1) year thereafter.

(h) TALLMAN's accounts and notes receivable, less an allowance for doubtful accounts ~~on a basis consistent with prior practice and not in excess~~ of $ 5000 ~~00~~, are now and on the Closing Date will be good and fully collectible and will all be collected within ninety (90) days after the Closing Date, and any accounts not so collected shall, if not otherwise adjusted by the parties or collected prior to the end of the escrow term, (provided, however, that PORTER shall exercise due diligence to collect the same), be charged against the shares escrowed as hereinafter set forth at $100 per share, and the SHAREHOLDERS shall be liable for any excess thereof.

(i) TALLMAN is not and on the Closing Date will not be a party to any pension, bonus, profit sharing, stock option or purchase plan, salaried or hourly labor or employment agreement, except those listed on Exhibit "B" attached hereto and made part hereof, and none of which shall be amended or changed in any respect on or prior to the Closing Date without the prior written consent of PORTER, and TALLMAN is not and on the Closing Date will not be a party to any other similar plan, arrangement or agreement which is not cancellable on thirty (30) days notice, except those listed on Exhibit "B" hereto.

(j) TALLMAN has filed with the appropriate governmental agencies all tax returns and reports required to be filed by it; TALLMAN's Federal income tax returns have either been examined by the Internal Revenue Service and settled, or no waivers of statutes of limitations have been executed or given by TALLMAN, for years to and including the year ended December 31, 1964, and there are no unpaid proposed assessments of Federal income taxes pending against TALLMAN for said years; TALLMAN's Federal income tax returns for the years since December 31, 1951, have been filed as required and have been prepared on the same basis as that upon which the return for the year ended December 31, 1951, was cleared and settled; all liability for taxes for the years for which Federal and State tax returns and reports have been filed has been paid or the liability therefor has been provided for in the balance sheet of TALLMAN as of October 31, 1968, part of Exhibit "A" hereto; and all Federal and State taxes for periods subsequent to the periods covered by said returns and reports and through the Closing Date will have been paid or fully accrued as of the Closing Date.

(k) TALLMAN has and will have on the Closing Date good and marketable title to all of its properties and assets, free and clear of any lien, encumbrance or restriction, except taxes and assessments due and payable after the Closing Date.

(l) There is not now nor will there be on the Closing Date any litigation, proceeding or controversy pending, or to the knowledge of SHAREHOLDERS or TALLMAN threatened, which would substantially affect TALLMAN, its assets or business, in any adverse manner, nor is TALLMAN now nor will it be on the Closing Date in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or administrative agency.

(m) TALLMAN is now conducting and from the date hereof through the Closing Date will conduct its business in the normal and usual manner, is not now in default under any customer's order and will not be in default under any such order as of the Closing Date, and has not accepted and will not on or prior to the Closing Date accept any customer's order under which it may reasonably be expected a normal profit will not be made.

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2. PORTER represents and warrants to SHAREHOLDERS that it is a corporation duly organized, existing and in good standing under the laws of the State of Delaware; its authorized capital consists, among other classes of capital stock, of shares of 5 1/2% Cumulative Sinking Fund Preference Stock of the par value of $100 per share, being voting stock (herein referred to as "Preference Stock"); in shares of PORTER to be delivered to SHAREHOLDERS hereunder shall be shares of said Preference Stock, fully paid and non-assessable.

3. The consummation of this transaction shall be subject to the fulfillment of the following conditions, which are in addition to any other conditions set forth herein:

(a) There shall have been no substantial adverse change in the condition, financial, business or otherwise, of TALLMAN from October 31, 1968 through the Closing Date, and between such dates the business and assets of TALLMAN shall not have been affected adversely as the result of any fire, explosion, earthquake, flood, accident, strike, lockout, combination of workmen, taking over of any such assets by governmental authorities, riot, activities of armed forces, or Acts of God, or of the public enemies. All such risks of loss shall remain upon SHAREHOLDERS until said closing.

(b) TALLMAN shall maintain in full force and effect, until the Closing Date, existing insurance policies to cover and protect its assets against loss or damage.

(c) At PORTER's option, simultaneously with the closing, a special meeting of the Board of Directors of TALLMAN will be held at TALLMAN's offices, at which meeting the resignations of such officers of TALLMAN as shall be designated by PORTER will be presented and accepted and the resignations of all of the members of the Board of Directors of TALLMAN will be presented and accepted seriatim and the vacancies caused thereby will be filled by the election of persons designated by PORTER.

4. Following the execution hereof, SHAREHOLDERS in their stead will permit PORTER and its authorized representatives, at all reasonable times, to have access to and to examine the properties and financial and corporate records of TALLMAN, and to direct and supervise the taking of the physical inventory and the pricing thereof hereinafter provided for, but any examination so made shall not affect the aforesaid continuing representations and warranties of SHAREHOLDERS. If any such investigation should disclose that any of the foregoing representations and warranties of SHAREHOLDERS are not as so represented, or that any of the foregoing conditions have not been fulfilled, or that SHAREHOLDERS have not performed their covenants and agreements hereunder, or if SHAREHOLDER Daniel C. Tallman, Tallman Conduit Company or Tallman Company shall fail to perform any of their respective obligations under their respective Agreements with PORTER of even date herewith relating to the sale to PORTER of certain land and buildings and the assignment to PORTER of certain obligations of TALLMAN (all as more particularly set forth in said Agreements), then in any such event and in addition and without prejudice to any other rights and remedies which it may possess, PORTER, at its option, may elect either to be released from acquiring shares of TALLMAN's stock deposited hereunder or to reduce the aggregate number of shares of Preference Stock of PORTER to be exchanged therefor in an amount equal to the reduction to be made in the net book value (as determined in accordance with the provisions hereof) of said capital stock of TALLMAN deposited hereunder by reason of each such breach of representation, warranty, covenant or agreement and each non-fulfillment of such condition. In no event, however, shall

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SHAREHOLDER be liable, directly or indirectly, under warranty or otherwise, except to the extent of any reduction of the net book value of TALLMAN as of the Closing Date below $266,706.00; provided, however, that in the event that any adverse claim as described in paragraph 1(l) hereof is made against TALLMAN during the excrow term PORTER may cause the escrow agent to retain the escrowed shares until final disposition of said claim.

10 5. SHAREHOLDERS covenant and agree with PORTER that within ~~five~~ ten (5) days after the date hereof they will deposit with Mellon National Bank and Trust Company, Agent, Mellon Square, Pittsburgh, Pennsylvania 15230 (herein referred to as "Agent"), good and sufficient certificates, duly assigned in blank, with signatures guaranteed by a national bank, trust company, member of the New York Stock Exchange or the American Stock Exchange, for the number of issued and outstanding shares of capital stock of TALLMAN set after the SHAREHOLDERS' respective signatures affixed hereto, together with a Letter of Transmittal to said Agent in the form attached hereto as Exhibit "C".

6. PORTER shall, on the Closing Date, exchange for shares of capital stock of TALLMAN deposited with Mellon National Bank and Trust Company as above set forth, 2,683 shares of Preference Stock of PORTER, to be distributed as shown on Pages 4 thru 6 hereof.

7. On the Closing Date SHAREHOLDERS shall cause to be delivered to Mellon National Bank and Trust Company as Escrow Agent under the terms of Escrow Letters in the form attached hereto, made a part hereof and marked Exhibit "D", certificates for 671 shares in the aggregate of Preference Stock of PORTER received in the exchange by such SHAREHOLDERS on the Closing Date. Charges against escrowed shares shall be made at $100.00 per share. Interest and dividends payable with respect to escrowed shares will be payable to all SHAREHOLDERS either directly or through the Escrow Agent.

8. PORTER may cause a physical count and pricing of the inventories of TALLMAN to be taken as of the Closing Date under PORTER's supervision observed by representatives of SHAREHOLDERS. Inventories shall be valued at lower of cost or market (cost to be determined by taking actual cost of material and adding thereto only the cost of direct labor and manufacturing overhead applied at reasonable burden rates not in excess of current rates). The net book value of TALLMAN shall be determined as of the Closing Date (using for inventory valuation purposes the method set forth above) in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding years.

9. SHAREHOLDERS represent and warrant to PORTER that the shares of Preference Stock of PORTER to be exchanged hereunder are being acquired by SHAREHOLDERS solely for investment and not with a view to resale or other disposition thereof, such SHAREHOLDERS acknowledging to PORTER that they understand that PORTER is and will be relying upon this representation and warranty in delivering shares of Preference Stock of PORTER to Agent for transmittal to SHAREHOLDERS without registering such shares with the United States Securities and Exchange Commission. PORTER represents and warrants to SHAREHOLDERS that the shares of capital stock of TALLMAN to be exchanged hereunder are being acquired by PORTER solely for investment and not with a view to resale or other disposition thereof.

10. The closing hereunder shall take place at 11:00 o'clock A.M., Eastern Standard Time on February 17, 1969, or at such other time as

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the parties hereto mutually may agree, at the offices of Mellon National Bank and Trust Company, Mellon Square, Pittsburgh, Pennsylvania 15230. The time of closing as determined under this paragraph shall herein be known as the "Closing Date".

11. At the closing SHAREHOLDER Daniel C. Tallman shall execute and deliver to PORTER a full and complete release, satisfaction and discharge of all liability of TALLMAN to SHAREHOLDER Tallman under and with respect to any and all lease agreements between TALLMAN as lessee and SHAREHOLDER Tallman (or any assignor, agent or nominee thereof) as lessor covering the property to be sold to PORTER by said SHAREHOLDER.

12. SHAREHOLDERS agree to hold PORTER harmless of and from any and all liability, loss, damage or expense, including costs of suit and counsel fees, arising from the breach of any covenant, agreement, warranty or stipulation or from the inaccuracy of any representation of SHAREHOLDERS under this Agreement, and PORTER agrees to hold SHAREHOLDERS harmless of and from any and all liability, loss, damage or expense, including costs of suit and counsel fees, arising from the breach of any covenant, agreement, warranty or stipulation or from the inaccuracy of any representation of PORTER under this Agreement. All such covenants, agreements, warranties, stipulations and representations shall be deemed to be continuing and shall survive the Closing Date and the consummation of this transaction. Provided, however, that except for claims made against escrowed stock during the escrow term and for accounts receivable not collected, upon expiration of the escrow term SHAREHOLDERS shall be fully released and discharged from any further liability under this Agreement. ~~All uncollected accounts on are charged against escrowed stock shall be~~

13. PORTER shall pay all fees and expenses of Agent hereunder, and any transfer taxes applicable to the exchange of shares pursuant to this Agreement.

14. The representations, warranties, covenants, stipulations and agreements of SHAREHOLDERS herein shall be deemed to be joint and several, and the respective rights and obligations of the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, personal representatives, successors and assigns.

15. This Agreement shall be governed by the laws of the State of Missouri, shall not be assigned by any of the parties hereto and may be executed in multiple counterparts, all of which taken together shall be deemed to constitute a single document.

16. The consummation of the transactions described in this Agreement shall be subject to the approval of the Probate Court having jurisdiction of the Estate of Mrs. Roscoe S. Tallman, deceased.

ATTEST:

H. K. PORTER COMPANY, INC.
a Delaware corporation

By _____

NAME OF SHAREHOLDERS	NUMBER OF TALLMAN SHARES TO BE TRANSFERRED	WITNESS	NUMBER OF PORTER SHARES RECEIVED
_____	120	_____	3

Daniel C. Tallman
c/o Tallman Co.
621 So. Seminary St.
Florence, Alabama

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NAME OF SHAREHOLDERS	NUMBER OF TALLMAN SHARES TO BE TRANSFERRED	WITNESS	NUMBER OF PORT SHARES TO BE RECEIVED
Roscoe Ben Tallman Tallman Conduit Company Louisiana, Missouri	2340		740
Mrs. T. C. McCluskey Mrs. T. C. McCluskey 131 E. Washington Avenue Kirkwood, Missouri 63122	2140		677
Ted D. McCluskey 60 W. Lakewood Drive Fenton, Missouri	124		40
Mrs. Eva C. Tallman Mrs. Eva Tallman 60 Claverch Drive Clayton, Missouri 63105	120		38
Jurgen Zaha Jurgen Zaha 319 Fury Drive Fenton, Missouri	6		2
Boatmen's National Bank, ~~Administrator~~ Co-Executor for Estate of Mrs. Roscoe S. Tallman, Deceased St. Louis, Missouri - The signature of The Boatmen's National Bank is subject to the provisions set forth on Exhibit E which is attached hereto and made a part hereof. By [illegible] Vice President	3,021		1,075
Tallman Conduit Co. Louisiana, Missouri By	200		43
Tallman Co. Forence, Alabama By	400		171
Mary Lou Tallman Waggoner Custodian For David Waggoner Custodian for David Waggoner, A Minor, 60 Claverch Drive, Clayton, Missouri 63105, Under The Missouri Uniform Gifts To Minors Act	4		1

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NAME OF SHAREHOLDERS	NUMBER OF TALLMAN SHARES TO BE TRANSFERRED	WITNESS	NUMBER OF PORTE SHARES TO BE RECEIVED
Mary Susan Tallman Waggoner custodian for Richard Waggoner Custodian For Richard W Waggoner, A Minor, 60 Claverch Drive, Clayton, Missouri 63105, Under The Missouri Uniform Gifts To Minors Act	4		1
TOTAL NUMBER OF SHARES	8479		2683

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TALLMAN-McCLUSKEY FABRICS COMPANY

BALANCE SHEET

STATEMENT OF ASSETS

10-31-68

CURRENT ASSETS.			
CASH IN BANK.			
The Kirkwood Bank -- General Account		7,758.76	
The Kirkwood Bank -- Payroll Account		250.00	
The First Security Bank of Kirkwood.		84.83	
CASH ON HAND (Petty Cash)		50.00	8,143.59
ACCOUNTS RECEIVABLE.		70,777.83	
Less Reserve for Bad Debts.		625.00	70,152.83
INVENTORIES.			
Raw Materials.		18,805.57	
Work In Process		35,940.86	
Finished Goods.		90,445.44	
Supplies.	7,687.03	[illegible]	
Returnable Containers.		58.50	153,137.40
EMPLOYEE ADVANCES.			200.00
PREPAID EXPENSE.	Prepaid Insurance	1,135.04	
	Prepaid Legal Fees	77.00	1,212.04
TOTAL CURRENT ASSETS.			
FIXED ASSETS.			
Machinery & Equipment.		237,377.62	
Leaseholder's Improvements		50,014.64	
Office Furniture & Eqpt.		4,622.90	
Dust Collector.		65,323.46	
Land & Improvements.		21,894.14	
TOTAL FIXED ASSETS.			379,232.76
TOTAL ASSETS.			612,078.82

EXHIBIT "A"
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TALLMAN-McCLUSKEY FABRICS COMPANY

BALANCE SHEET

STATEMENT OF LIABILITIES

CURRENT LIABILITIES.		
Accounts Payable	18,571.68	
Accrued State & Federal Unemp. Tax	164.95	
Accrued Social Security Taxes (FICA)		
Accrued Federal Withholding Taxes.		
Accrued State Withholding Taxes.	139.87	
Accrued Property Tax.	186.90	
Accrued Franchise Taxes	1,309.30	
Accrued Interest.	882.73	
Accrued Legal Expense.		
Accrued Liability Insurance	167.50	
Accrued Commissions.		
Accrued Payroll.	2,885.08	
Accrued Officer's Salaries.	6,571.85	
Accrued Rent Payable.	26,100.00	
Employees Fund.	75.00	
TOTAL CURRENT LIABILITIES.		57,054.86
DEFERRED LIABILITIES.		
Notes Payable -- Bank.	14,000.00	
Notes Payable --Others.	45,000.00	59,000.00
Reserve for Dep.--Machinery & Eqpt.	180,599.64	
Reserve for Dep.- Leaseholders Imp.	35,238.36	
Reserve for Dep.- Furniture & Fix.	3,725.76	
Reserve for Dep.- Dust Collector.	9,753.13	
Total Reserves for Depreciation.		229,316.89
TOTAL CURRENT & DEFERRED LIABILITIES.		345,371.75
CAPITAL STOCK	136,600.00	
EARNED SURPLUS.	112,398.72	
PROFIT (In Period)	17,708.15	
TOTAL.		266,706.87
TOTAL LIABILITIES.		612,078.62

EXHIBIT "A"
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	10 Months 10/31/68	1967	1966	1965	1964	1963
Net Sales	476,842	529,329	614,887	540,491	540,549	462,204
Cost of Sales	407,537	434,098	498,634	480,835	477,969	413,159
Gross Profit	69,305	95,231	116,253	59,656	62,580	49,045
S.G.&A. Expenses	51,492	73,955	87,670	64,185	63,814	63,073
Operating Income	17,813	21,276	28,583	(4,529)	(1,234)	(14,028)
Other Income & (Expense)	(105)	(5,770)	(4,643)	(3,041)	(2,524)	(599)
Profit Before Taxes	17,708	15,506	23,940	(7,570)	(3,758)	(14,627)
Taxes on Income:						
Federal	* -	* -	* -	-	-	-
State	-	197	300	-	-	-
Net Income	17,708	15,309	23,640	(7,570)	(3,758)	(14,627)

*No indication in statements of amount of any Federal Tax Carryforward.

EXHIBIT "A"
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EXHIBIT "B"

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LETTER OF TRANSMITTAL
(TO ACCOMPANY CERTIFICATES
FOR SHARES OF CAPITAL STOCK OF
TALLMAN-McCLUSKEY FABRICS CO.)

Mellon National Bank and Trust Company
Trust Department
Mellon Square
Pittsburgh, Pennsylvania 15230

_____, 1969.

Gentlemen:

The undersigned hereby deposits with you, as Agent for the undersigned and pursuant to and in accordance with Agreement and Plan of Reorganization dated January ____, 1969, between H. K. PORTER COMPANY, INC., and the SHAREHOLDERS of TALLMAN-McCLUSKEY FABRICS CO., certificate(s) for the following shares of capital stock of TALLMAN-McCLUSKEY FABRICS CO.:

Certificate Number	Number of Shares

You are hereby authorized and directed to deliver on _____, 1969, (Closing Date) or such later date as the undersigned may advise you of in writing, said certificate(s), which are endorsed in blank or have attached a

Exhibit "C"
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separate instrument of transfer endorsed in blank, to H. K. PORTER COMPANY, INC. against delivery to you in behalf of the undersigned of certificate(s) for _____ shares of 5½% Cumulative Sinking Fund Preference Stock of the par value of $100 per share of H. K. PORTER COMPANY, INC. Upon the consummation of such exchange of shares, the certificate(s) for said Preference Stock of H. K. PORTER COMPANY, INC. should be transmitted to the undersigned at the address given below, except for such certificate(s) which you are to hold in escrow under the enclosed Escrow Letter from the undersigned to you in accordance with paragraph 7 of said Agreement dated January ____, 1969. With respect to the two executed copies of said Escrow Letter, you are hereby directed to complete and execute the same where indicated on page 2 thereof and transmit one fully executed copy of the Escrow Letter to H. K. PORTER COMPANY, INC., and one executed copy of said page 2 to the undersigned.

In the event that for any reason the exchange of stock provided for in said Agreement does not take place, the enclosed certificate(s) and other documents should be promptly returned to the undersigned at the address given below.

It is the understanding of the undersigned that any expenses incurred or charges made by you in connection with this matter, and all transfer taxes applicable to the exchange of stock provided for in said Agreement, are to be paid by H. K. PORTER COMPANY, INC.

_____
Name

_____
Street

_____
City and State - Zip Code

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ESCROW LETTER
(TO ACCOMPANY CERTIFICATES
FOR SHARES OF CAPITAL STOCK
OF TALLMAN-McCLUSKEY FABRICS CO.)

_____, 1969

Mellon National Bank and Trust Company
Mellon Square
Pittsburgh, Pennsylvania 15230

Dear Sirs:

Pursuant to and in accordance with Agreement and Plan of Reorganization dated January ____, 1969 by and between H. K. PORTER COMPANY, INC., and the SHAREHOLDERS of TALLMAN-McCLUSKEY FABRICS CO., concerning the exchange of shares of capital stock, of _____ par value, of TALLMAN-McCLUSKEY FABRICS CO., a Missouri corporation, for shares of 5½% Cumulative Sinking Fund Preference Stock of the par value of $100 per share of H. K. PORTER COMPANY, INC., a Delaware corporation, the undersigned hereby directs you to retain certificate(s) for _____ shares of Preference Stock of the undersigned, and to hold the same in escrow in accordance with paragraph 7 of said Agreement dated January _____, 1969, and to dispose of the same in accordance with the instructions in the following two paragraphs. The undersigned hereby further directs you to attach to such certificate(s) the enclosed stock power(s) executed by the undersigned in blank.

If no notice and directions under the immediately following paragraph are given to you prior to 3:00 o'clock P.M., E.S.T., on _____, 1970, you shall forthwith thereafter return said certificate(s) to the undersigned.

The H. K. PORTER COMPANY, INC., may, on or before 3:00 o'clock P.M., E.S.T., on _____, 1970, by its Chairman or President or a Vice President, give you notice and directions, with a copy of the same to the undersigned, to retain said certificate(s) to provide for the payment of any liability of the undersigned to H. K. PORTER COMPANY, INC., under the above mentioned Agreement dated January ____, 1969, including any charge or liability under paragraph 4 thereof. In such event, you shall retain said certificate(s) and thereafter disburse the same or the proceeds thereof in accordance with written instructions to you jointly from H. K. PORTER COMPANY, INC., by its Chairman or President or a Vice President, and by the undersigned, or, if no such written instructions are received by you, you shall retain said certificate(s) until there has been a final judicial determination of the amount of liability, if any, of the undersigned to H. K. PORTER COMPANY, INC., under said Agreement dated January ____, 1969, and promptly thereafter you shall disburse said certificate(s) or sell the same and disburse the proceeds thereof in accordance with such determination.

Very truly yours,

WITNESS:

_____
(Name of Shareholder)

_____

Exhibit "D"
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_____, 1969.

MELLON NATIONAL BANK AND TRUST COMPANY hereby acknowledges receipt of the foregoing Escrow Letter and of the documents referred to therein and certificate(s) for the _____ shares of 5½% Cumulative Sinking Fund Preference Stock of the par value of $100 per share of H. K. PORTER COMPANY, INC., a Delaware corporation, to be held in escrow under said Escrow Letter, and covenants and agrees with H. K. PORTER COMPANY, INC. and with _____ _____ as a condition to the exchange by H. K. PORTER COMPANY, INC., and _____ of shares of stock as specified in said Agreement and Plan of Reorganization referred to in said Escrow Letter, to hold, retain and disburse said escrowed certificate(s) and/or the proceeds thereof in accordance with the provisions of said Letter.

CERTIFICATE NUMBER	SHARES
_____	_____
_____	_____

MELLON NATIONAL BANK AND TRUST COMPANY

BY_____

Exhibit "D"
Page 2 of 2 Pages

CRMC-Motley1000-Subj-005108

Exhibit E

1/25/69

The execution of this Agreement by The Boatmen's National Bank as Co-Executor of the Estate of Roscoe S. Tallman, Deceased is subject to the following:

1. The provisions of this Agreement imposing joint and several liability on the shareholders shall not apply to the Estate of Roscoe S. Tallman. The Estate of Roscoe S. Tallman shall not be liable for the failure of any other shareholder to deliver his or her stock in Tallman-McCluskey Fabrics Company free and clear of all liens and shall be liable for the breach of any representation or warranty only pro rata to the extent of the number of shares of Tallman-McClus- owned by said Estate to the total number of shares of Tallman-McCluskey now issued and outstanding.

2. Approval by the Trusts and Estates Committee of the Boatmens National Bank

3. The Estate shall have until February 7, 1969 to deliver its shares of Tallman-McCluskey C.

CRMC-Motley1000-Subj-005109

EXHIBIT B

AGREEMENT

THIS AGREEMENT made this 29th day of January, 1969 by and between TALLMAN COMPANY, a _____ corporation having its office and principal place of business at _____, (hereinafter called "Tallman") and H. K. PORTER COMPANY, INC., a Delaware corporation having its office and principal place of business at 1500 Porter Building, 601 Grant Street, Pittsburgh, Pennsylvania 15219 (hereinafter called "Porter"),

W I T N E S S E T H:

In consideration of the premises and of the provisions, promises, terms and conditions hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Porter agrees to assign 300 shares of its 5 1/2% Cumulative Sinking Fund Preference Stock, $100 par value, to Tallman and in consideration thereof Tallman agrees that all outstanding indebtedness of Tallman-McCluskey Fabrics Co. to Tallman will be assigned by Tallman to Porter and delivered to the Mellon National Bank and Trust Company, Mellon Square, Pittsburgh, Pennsylvania within seven (7) days of the execution of this agreement. The aforementioned assignment by Porter shall take place on the closing date described in that certain Agreement and Plan of Reorganization dated January 29, 1969, between Porter and Tallman-McCluskey Fabrics Co.

2. It is mutually agreed and understood that this entire agreement is in conjunction with and conditional upon the consumation of the transactions described in the aforementioned agreement between Porter and Tallman-McCluskey Fabrics Co. and in the event said transactions should not be consumated then this agreement shall be null and void and all parties returned to their original position.

3. Tallman represents and warrants to Porter that the shares of Preference Stock of Porter to be exchanged hereunder are being acquired by Tallman solely for investment and not with a view to resale or other disposition thereof, Tallman acknowledging to Porter that it understands that Porter is and will be

CRMC-Motley1000-Subj-005110

GENERAL WARRANTY DEED
(Individual)

FROM

TO

St. Louis Prtg. & Legal Forms Co., St. Louis

State of Missouri } ss
County of St. Louis)
FILED FOR RECORD
FEB 17 1969

Recorder of Deeds

STATE OF MISSOURI, } ss.
County of St. Louis

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 17 day of Feb 19 69 at 11:56 o'clock A M and is truly recorded in Book 6328 Page 1028

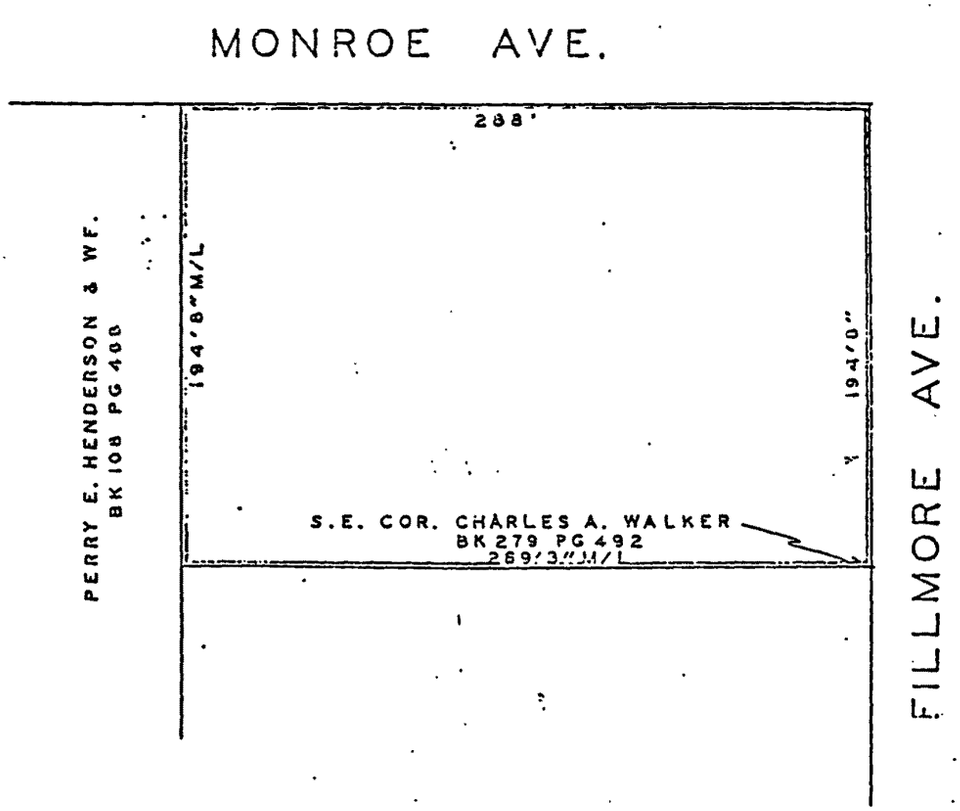
Witness my hand and official seal on the day and year

By John D. Sullivan

CRMC-Motley1000-Subj-005111

St. Louis Title & Abstract Company
WILLIAM C. KEMPER, PRESIDENT
7908 FORSYTH BOULEVARD
CLAYTON 5, MO.
PARKVIEW 7-3100
804 CHESTNUT STREET
ST. LOUIS 1, MO.
CHESTNUT 1-5188
HAROLD J. HACKNEY VICE-PRESIDENT
WILLIAM J. MEIER VICE PRESIDENT
NELSON J. ROLLINS, JR. VICE-PRESIDENT
ORVILLE A. SCHULTE VICE-PRESIDENT
NATHAN SOBEL VICE-PRESIDENT

PART OF BLOCK 35
CITY OF KIRKWOOD



CRMC-Motley1000-Subj-005112

EXHIBIT E.

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 31st day of May, 1972, by and between H. K. PORTER COMPANY, INC., a Delaware corporation, having its office and principal place of business at 1500 Porter Building, 601 Grant Street, Pittsburgh, Pennsylvania 15219 (hereinafter called "SELLER"),

A
N
D

LLOYD S. RUBIN, an individual, having his residence at 1515 North Warson Road, St. Louis, Missouri 63132 (hereinafter called "BUYER"),

W I T N E S S E T H:

1. In consideration of the payment and the terms and conditions hereinafter specified, SELLER agrees to sell, assign and transfer to BUYER, and BUYER agrees to purchase from SELLER, in their present condition, reasonable wear and tear excepted, the premises with its appurtenances (which, without limitation, shall include the land, buildings, improvements and all appurtenant rights and privileges) situated in the City of Kirkwood, County of St. Louis, State of Missouri, and more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter called "said premises").

2. The total purchase price for said premises shall be ONE HUNDRED FOURTEEN THOUSAND DOLLARS ($114,000), allocated $20,000 to land, and $94,000 to buildings and improvements, and shall be payable to SELLER by the BUYER as follows:

a. The sum of $5,000 by cashier's check upon the execution of this Agreement.

b. Upon delivery of the deed at the closing and settlement:

(1) The sum of $10,000 by cashier's check

CRMC-Motley1000-Subj-005113

(2) The balance by a negotiable promissory note of BUYER payable to SELLER, in form satisfactory to BUYER and SELLER, in the amount of Ninety Nine Thousand Dollars ($99,000) of which Ninety Thousand Dollars ($90,000) is to be amortized with interest at the rate of six and one-half per cent (6-1/2%) per annum on the unpaid principal balance payable in forty (40) equal installments, including both principal and interest on the said $90,000 with interest on the remaining $9,000, for a total of Three Thousand Two Hundred Twenty Three and 77/100 Dollars ($3,223.77) per quarter and the final payment of the said Nine Thousand Dollars ($9,000) with, and in addition to, the 40th quarterly installment. The first quarterly installment shall be due and payable on September 30, 1972, and subsequent installments shall be due and payable on each December 31, March 31, June 30 and September 30 thereafter, until said note shall be paid in full. BUYER shall have the right to prepay, at any time, without penalty or fee, the whole or any part of the principal sum in the amount of One Thousand Dollars ($1,000) or more. Any such principal prepayments made shall be deducted from the last payment or payments and shall not affect the amount of the aforesaid equal quarterly installments, which amounts shall remain constant until the note is paid in full. In addition, as security for said note, BUYER shall execute and deliver to SELLER, a good and valid deed of trust covering all of said premises, in form satisfactory to SELLER, which deed of trust shall constitute a good and valid first lien and security in SELLER on said premises, free and clear of all other liens, encumbrances and adverse claims whatsoever, saving only those which, as of the closing date,

ok as revised
Lloyd S. Rubin
6/3/72
R A Peterson
6/5/72

CRMC-Motley1000-Subj-005114

are valid liens, encumbrances or adverse claims against the title to said premises conveyed by SELLER to BUYER hereunder.

3. SELLER and BUYER each respectively agree to exercise due diligence and to make all reasonable bona fide efforts to effect the transfer and release to BUYER, by limited warranty deed containing covenants against SELLER'S acts, of good and merchantable title to said premises, free and clear of all liens and encumbrances, except as follows:

a. The lien of real estate taxes due and payable after the closing date (proration of same to be in accordance with paragraph 11 hereof);

b. Any and all reservations, restrictions, rights-of-way, covenants and easements of record or now in use (except such as would materially and adversely affect the merchantability of said premises);

c. Zoning ordinances or regulations (including statutes and ordinances relating to lines of streets or to other municipal improvements affecting said premises);

d. Governmental regulation of the use and occupancy of said premises, including the regulation or condemnation of any building or structure thereon;

e. Real estatement assessments, if any, due and payable after the date hereof;

f. Such objections, if any, as may result from facts disclosed by inspection or survey of said premises, including rights or claims of parties (other than SELLER or those lawfully claiming by, through or under SELLER) in possession, if any.

g. Sewer easement granted to City of Kirkwood by instrument recorded in Book 264, page 127.

CRMC-Motley1000-Subj-005115

4. Title to said premises shall be considered wholly good and merchantable if insurable at normal rates by a reputable title insurance company located in St. Louis, Missouri, at the time of the closing, in the amount of $114,000 (or such reduced purchase price as may be applicable pursuant to paragraph 11, infra), subject only to the exceptions hereinabove or hereinafter set forth. In the event SELLER is unable to deliver title as agreed herein, BUYER shall have only the option of taking such title as SELLER can deliver, without abatement of price, or of receiving a return of all purchase price and earnest monies paid on account hereof, and being reimbursed for the reasonable cost expended by the BUYER for a title search.

5. BUYER shall pay for the cost of any title search, certificate of title, abstract of title, title insurance policy or survey which it may cause to be made with respect to said premises to be purchased by it hereunder.

6. This Agreement is entered into upon the presumed knowledge of both parties as to the value of the structure(s), land and whatever improvements are upon the same, and not upon any representations made by either party as to the character, quality or value thereof.

7. Possession of the subject premises shall be given as of the date of closing and settlement, or as otherwise mutually may be agreed, and the BUYER may enter into and upon said subject premises and take the rents, issues and profits to the sole use of the BUYER after closing and settlement.

8. The parties hereto agree that the closing and settlement, and delivery of deed, shall be on June 30, 1972, during reasonable business hours, in BUYER'S offices, or at such bank, title insurance company or other place and time as mutually may be agreed upon by SELLER and BUYER. Time is of the essence with regard thereto.

9. BUYER shall pay for the cost of any federal, state or local documentary, transfer to other taxes applicable to and arising from the transfer and/or sale of real estate pursuant to this transaction.

CRMC-Motley1000-Subj-005116

10. Real estate taxes, water and sewer rents, and any other normal and usual apportionable charges shall be apportioned pro rata as of the date of closing.

11. Until the closing date SELLER shall assume all risks of loss resulting from fire, storm and other casualty to the building(s) located on said premises. If said building(s) are damaged or destroyed by fire, storm or other casualty prior to the closing and the cost of restoring or repairing the same is in an amount up to but not exceeding $20,000, the purchase price herein provided for shall be reduced by the cost of restoring or repairing such damage or destruction but only up to a maximum reduction of $20,000, and if said building(s) are damaged or destroyed prior to closing from the aforementioned causes and the cost of restoring or repairing the same is in an amount greater than $20,000, this Agreement shall, at BUYER'S option, thereupon terminate, in the event of which termination SELLER shall refund promptly to the BUYER any earnest money theretofore deposited, and SELLER and BUYER shall have no further liability to each other as a result of this transaction. In either such event BUYER shall not have the benefit of any insurance proceeds, if any, recoverable by SELLER.

12. BUYER represents and warrants to SELLER that no other broker or finder other than Carl G. Stifel Realty Co. is involved or connected in any manner by or through BUYER with this Agreement or the negotiations leading hereto. BUYER agrees to and hereby does indemnify and save harmless SELLER of and from any and all fees, commissions, claims, demands, costs and expenses (including, without limitation, attorneys' fees, court costs and legal expenses) which may arise out of BUYER'S transactions, agreements or negotiations with any other broker or finder relating to its purchase of said premises, or this Agreement.

13. SELLER makes no representations or warranties as to the condition or fitness of the premises or the buildings and improvements thereon, and the BUYER agrees that it is purchasing the premises "as is" in their present condition and location.

CRMC-Motley1000-Subj-005117

14. BUYER may assign this Agreement to any other party (ASSIGNEE) without the advance written consent of SELLER, provided that simultaneously with any such assignment, said ASSIGNEE shall, jointly and severally with BUYER, assume and become obligated and liable for any and all obligations and duties assumed by or imposed upon BUYER pursuant to this Agreement. Any such assignment by the BUYER shall not release or discharge BUYER of or from any or all of its liabilities, duties and obligations under this Agreement, and SELLER may look either to BUYER, or to said ASSIGNEE, or to both, for the full performance of all of BUYER'S obligations accruing or arising from or under this Agreement.

15. This Agreement may not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing signed by duly authorized officers of SELLER, and by the BUYER, respectively.

16. This Agreement shall be binding upon and shall insure to the benefit of the respective parties hereto and their respective heirs, executors, successors and assigns. The promises, agreements, representations, obligations and undertakings of each of the parties hereto shall survive the closing and settlement provided for herein to whatever extent may be necessary to insure the full and faithful performance by both parties hereunder, and each covenants and agrees that before and after the closing it will, at the reasonable request of the other party and without further consideration, execute and deliver such other documents or take such other actions as reasonably may be required, respectively, to carry out in all respects the transactions contemplated hereby.

17. SELLER agrees that after this Agreement has been executed by both parties the BUYER shall be furnished keys to all locks on the premises and be allowed entry therein for the sole purpose of cleaning and painting same. Any machinery or fixtures now present on the premises shall become the property of BUYER after the closing of this Agreement and the removal thereof shall be at the sole expense of the BUYER.

CRMC-Motley1000-Subj-005118

BUYER agrees that under no circumstances shall he begin any remodeling or repairs or make any physical alterations or changes to or in the premises before the closing of this Agreement. BUYER agrees that any entry on the premises before the closing date shall be at the BUYER'S risk and agrees to indemnify and save harmless the SELLER for any damage to the premises or claims for injury to the BUYER, his employees and agents.

18. This Agreement is made subject to and contingent upon (1) the BUYER'S inspection of the electrical, heating and engineering systems; (2) an insurance inspection of the premises, and (3) the granting of an occupancy permit enabling the premises to be used for the light manufacturing of statuary and other decor items. The inspection of the electrical, heating and engineering systems and the insurance inspection must be completed by June 18th, 1972, and the occupancy permit must be approved by June 15, 1972. A report of the results of said inspections and occupancy permit application shall be furnished to SELLER immediately after the results thereof are known. In the event the results of the said inspections are unsatisfactory to the BUYER or the occupancy permit cannot be granted, then this Agreement shall, at the BUYER'S option, become null and void and all money deposited by the BUYER with the SELLER shall be promptly returned to the BUYER.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the respective parties hereto, for themselves, their heirs, executors, successors and assigns, have duly executed this Agreement as of the day and year first above written.

ATTEST:

T. P. Luscher
Secretary

H. K. PORTER COMPANY, INC.

BY: _____
R. W. Davison
Executive Vice President

WITNESS:

_____

_____
Lloyd S. Rubin

CRMC-Motley1000-Subj-005119

EXHIBIT "A"

All that certain parcel of land located in the City of Kirkwood, County of St. Louis, State of Missouri, and more particularly described as follows:

Part of Block 35 of Town (City) of Kirkwood, described as: Beginning at the intersection of the South line of Monroe Avenue with the West line of Fillmore Avenue; thence South along the West line of Fillmore Avenue 194 feet 8 inches to the Southeast corner of property conveyed to Charles A. Walker by deed recorded in Book 279 page 492; thence West along the South line of property described in last mentioned deed 289 feet 3 inches, more or less, to the Southwest corner thereof being a point in the East line of property firstly described in deed of Perry E. Henderson and wife, by deed recorded in Book 108 page 468; thence North along the last mentioned line 194 feet 8 inches, more or less, to the South line of Monroe Avenue and thence along the South line of Monroe Avenue 288 feet to the point of beginning.

EXHIBIT "A"

CRMC-Motley1000-Subj-005120

relying upon this representation and warranty in delivering shares of Preference Stock of Porter to Tallman without registering such shares with the United States Securities and Exchange Commission.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the respective parties hereto, for themselves, their heirs, personal representatives, successors and assigns, have set their hands and seals.

ATTEST:

_____
Secretary

TALLMAN COMPANY

By _____
President

ATTEST:

_____
Asst Secretary

H. K. PORTER COMPANY, INC.

By _____
President

CRMC-Motley1000-Subj-005121

EXHIBIT C

AGREEMENT

THIS AGREEMENT made this 29th day of January, 1969 by and between TALLMAN CONDUIT COMPANY, a _____ corporation having its office and principal place of business at _____, (hereinafter called "Tallman") and H. K. PORTER COMPANY, INC., a Delaware corporation having its office and principal place of business at 1500 Porter Building, 601 Grant Street, Pittsburgh, Pennsylvania 15219 (hereinafter called "Porter"),

W I T N E S S E T H:

In consideration of the premises and of the provisions, promises, terms and conditions hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Porter agrees to assign 150 shares of its 5 1/2% Cumulative Sinking Fund Preference Stock, $100 par value, to Tallman and in consideration thereof Tallman agrees that all outstanding indebtedness of Tallman-McCluskey Fabrics Co. to Tallman will be assigned by Tallman to Porter and delivered to the Mellon National Bank and Trust Company, Mellon Square, Pittsburgh, Pennsylvania within seven (7) days of the execution of this agreement. The aforementioned assignment to Porter shall take place on the closing date described in that certain Agreement and Plan of Reorganization dated January 29, 1969, between Porter and shareholders of Tallman-McCluskey Fabrics Co.

2. It is mutually agreed and understood that this entire agreement is in conjunction with and conditional upon the consumation of the transactions described in the aforementioned agreement between Porter and shareholders of Tallman-McCluskey Fabrics Co. and in the event said transactions should not be consummated then this agreement shall be null and void and all parties returned to their original position.

3. Tallman represents and warrants to Porter that the shares of Preference Stock of Porter to be exchanged hereunder are being acquired by Tallman solely for investment and not with a view to resale or other disposition thereof, Tallman acknowledging to Porter that it understands that Porter is and will be

CRMC-Motley1000-Subj-005122

relying upon this representation and warranty in delivering shares of Preference Stock of Porter to Tallman without registering such shares with the United States Securities and Exchange Commission.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the respective parties hereto, for themselves, their heirs, personal representatives, successors and assigns, have set their hands and seals.

ATTEST: TALLMAN CONDUIT COMPANY

_____ Secretary

By _____ President

ATTEST: H. K. PORTER COMPANY, INC.

_____ Asst Secretary

By _____ President

CRMC-Motley1000-Subj-005123

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EXHIBIT 4

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT made and entered into effective as of this 29th day of January, 1969, by and between DANIEL CULLER TALLMAN and TALLMAN, his wife, (hereinafter referred to as "Sellers") and H. K. PORTER COMPANY, INC., a Delaware corporation (herein.fter referred to as "Buyer"),

W I T N E S S E T H:

In consideration of the premises and of the provisions, promises, terms and conditions hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Sellers agree to sell and convey to Buyer and Buyer agrees to buy from Sellers, upon the following terms and conditions the following described real estate, to wit:

A tract of land located in the County of St. Louis, State of Missouri and legally described as follows:

Parcel One. A parcel of land in Block 35 of the Town (now City) of Kirkwood, and described as: Beginning at the intersection of the South line of Monroe Avenue with the West line of Fillmore Avenue, and running thence along the West line of Fillmore Avenue in a Southerly direction 148 feet to a point; thence Westerly parallel with the South line of Monroe Avenue 288 feet to a point; thence Northerly parallel with the West line of Fillmore Avenue 148 feet to the South line of Monroe Avenue, and thence Easterly along the South line of said Monroe Avenue, 288 feet to the place of beginning.

Parcel Two. A parcel of land in Block 35 of the Town (now City) of Kirkwood, and described as: Beginning at a point on the West line of Fillmore Avenue 148 feet south of the intersection of the South line of Monroe Avenue with the West line of Fillmore Avenue and running thence along the West line of Fillmore Avenue in a Southerly direction 47 feet to a point; thence Westerly parallel with the South line of Monroe Avenue 288 feet to a point; thence Northerly parallel with the West line of Fillmore Avenue 47 feet to a point; thence Easterly parallel with South line of Monroe Avenue 288 feet to the point of beginning;

together with all appurtenant rights, privileges, easements, buildings, fixtures and improvements incident thereto.

2. The purchase price of said premises shall be $120,000 payable in cash or by cashier's check on the closing date described in that certain Agreement and Plan of Reorganization dated January 29, 1969, between Buyer and all of the shareholders of Tallman-McCluskey Fabrics Co., a Missouri corporation (hereinafter called "said Agreement"); however it is mutually agreed and understood

CRMC-Motley1000-Subj-005124

that this entire agreement is in conjunction with and conditional upon the consumation of the transactions described in said Agreement and in the event said transactions should not be consumated then this agreement shall be null and void and both parties shall be restored to their original position.

3. Sellers shall convey to Buyer on the closing date good and merchantable title in fee simple to the aforesaid premises by General Warranty Deed, free and clear of all liens and encumbrances.

4. Prior to closing date, Sellers shall furnish Buyer with either a policy binder of title insurance issued in the name of the Buyer in an amount equal to the purchase price hereunder or a complete abstract of title certified by a reputable abstract or title company to a date subsequent hereto showing merchantable title to said premises in the Sellers free and clear of all liens and encumbrances. In addition the Sellers will within ten (10) days from the execution hereof furnish the Buyer with a Plat of Survey with all improvements spotted thereon and showing no encroachments.

5. In the event Sellers are unable to deliver merchantable title as agreed herein then Buyer shall have the right, at its option, to (a) accept such title as Sellers can give with a corresponding adjustment in purchase price or to (b) terminate the Agreement without liability on the part of either party to the other, or to (c) grant Sellers an additional thirty (30) days in which to cure the defects in title or conditions.

6. Sellers agree that Buyer shall be given possession of the premises as of the date of closing and delivery of the deed and that all risk of loss to the buildings, fixtures or other improvements shall be upon the Sellers until the closing and that at the closing the said premises, buildings, fixtures and other improvements shall be delivered to the Buyer in as good condition as they now stand. However, in the event any or all of the buildings or improvements are totally or partially destroyed by fire or other casualty before the closing date Buyer shall have the option of accepting the premises in their damaged condition and be subrogated to Sellers' rights with respect to any insurance carried by Sellers covering such casualty.

7. Sellers and Buyer agree to prorate all rental income, real estate taxes, water charges, sewer charges, utility charges and other apportionable charges, if any, as of the date of closing.

H. K. Porter's Acquisition of Tallman-McCluskey Fabrics Company (1969)
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8. Sellers warrant that the present use of the premises does not violate (or proper legal exceptions have been procured) any applicable zoning regulation ordinance or other law, order, regulation or requirement and all plant and other buildings or improvements located thereon conform to all applicable regulations, ordinances or other laws, orders, regulations and requirements enacted or imposed by any governmental or regulatory body.

9. Sellers shall pay all federal, state and local real estate transfer taxes, if any.

10. Sellers and Buyer each represent to the other that no broker or agent was instrumental in bringing about this transaction, that said transaction resulted from the direct contact of the parties, and that neither party knows of any broker, agent, or other party lawfully claiming or entitled to claim a commission from either of the parties hereto in connection with this transaction or the matters leading hereto. Sellers and Buyer each agree to indemnify and hold the other harmless from any claim for any brokerage or commission resulting from any breach by such indemnifying party of any of its representations contained in this paragraph 10.

11. This Agreement shall constitute the sole and entire agreement between the parties hereto, and no modification hereof shall be binding unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the respective parties hereto, for themselves, their heirs, personal representatives, successors and assigns, have set their hands and seals.

WITNESS:

_____ _____ (SEAL)
DANIEL CULLER TALLMAN

_____ _____ (SEAL)
TALLMAN

ATTEST:

_____
Secretary

H. K. PORTER COMPANY, INC.

By _____
President

CRMC-Motley1000-Subj-005126

GENERAL WARRANTY DEED
(INDIVIDUAL)

This Deed, Made and entered into this 11th day of February, 1969, by and between

Daniel Culler Tallman and Marilyn Tallman, his wife, also known as Daniel C. Tallman and Marilyn B. Tallman, his wife,

of the County of Lauderdale State of Alabama party or parties of the first part, and

H. K. PORTER COMPANY, INC. A Corporation,
(see below for mailing address)

of the County of Allegheny State of Pennsylvania party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents *GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM* unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Block 35 of Town (now City) OF KIRKWOOD described as: Beginning at the intersection of the South line of Monroe Avenue with the West line of Fillmore Avenue, thence South along the West line of Fillmore Avenue, 194 feet 8 inches to the Southeast corner of property conveyed to Charles A. Walker, by Deed recorded in Book 279 Page 492, thence West along the South line of property described in last mentioned deed 289 feet 3 inches, more or less, to the Southwest corner thereof, being a point in the East line of property firstly described in deed to Perry E. Henderson and wife by deed recorded in Book 108 Page 468, thence North along the last mentioned line 194 feet 8 inches, more or less, to the South line of Monroe Avenue and thence along the South line of Monroe Avenue 288 feet to the point of beginning.

Subject to sewer easement to City of Kirkwood recorded in Book 264 Page 127.

Mailing address: Treasurer of H. K. Porter Company, Inc.
1500 Porter Building
601 Grant Street
Pittsburgh, Penn. 15219

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss:
FILED FOR RECORD
'69 FEB 17 AM 11:58

127

RECORDER OF DEEDS

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will *WARRANT AND DEFEND* the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 19 69 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Daniel C. Tallman

Marilyn B. Tallman

STATE OF MISSOURI } ss. On this 11th day of February, 1969, before me personally appeared
County of Alabama / Lauderdale
Daniel Culler Tallman and Marilyn Tallman, his wife, also known as Daniel C. Tallman and Marilyn B. Tallman, his wife, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State aforesaid, the day and year first above written.

CRMC-Motley1000-Subj-005127

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 27th day of June, 1972, by and between H. K. PORTER COMPANY, INC., a corporation, organized and existing under the laws of the State of Delaware, with its principal office in the City of Pittsburgh, Commonwealth of Pennsylvania, party of the first part, and LLOYD S. RUBIN residing at 24 Westwood Country Club Grounds, County of St. Louis, State of Missouri, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE HUNDRED DOLLARS ($100) and other valuable consideration paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the second part, the following described real estate, situated in the City of Kirkwood, and State of Missouri, to-wit:

Part of Block 35 of Town (City) of Kirkwood, described as: Beginning at the intersection of the South line of Monroe Avenue with the West line of Fillmore Avenue; thence South along the West line of Fillmore Avenue 194 feet 8 inches to the Southeast corner of property conveyed to Charles A. Walker by deed recorded in Book 279 page 492; thence West along the South line of property described in last mentioned deed 289 feet 3 inches, more or less, to the Southwest corner thereof being a point in the East line of property firstly described in deed of Perry E. Henderson and wife, by deed recorded in Book 108 page 468; thence North along the last mentioned line 194 feet 8 inches, more or less, to the South line of Monroe Avenue and thence along the South line of Monroe Avenue 288 feet to the point of beginning.

SUBJECT TO a sewer easement granted to the City of Kirkwood by instrument recorded in Book 264, page 127.

SUBJECT ALSO TO any and all reservations, restrictions, rights-of-way, covenants and easements of record or now in use; provided, however, that none of the same which have expired or otherwise become void are reimposed hereby.

SUBJECT ALSO TO such objections, if any, as may result from facts disclosed by inspection or survey of said premises, including rights or claims of parties (other than the party of the first part herein or those lawfully claiming by, through or under it) in possession, if any.

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TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party of the second part, and to his heirs and assigns forever.

The said party of the first part hereby covenanting that it and its successors, shall and will WARRANT AND DEFEND the title to the premises unto the said party of the second part, and to his heirs and assigns forever against the lawful claims of all persons claiming by, from, through or under the party of the first part, and also against the lawful claims of other persons against which it is insured under the terms of its title insurance Policy No. Z246266 issued by Title Insurance Company of Minnesota, but in the latter case, only to the extent of the amount stated in Schedule A of said policy and without cost or expense to party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed.

ATTEST:

T. P. LUSCHER
Secretary

H. K. PORTER COMPANY, INC.

BY: J. S. MORROW
President

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this 22nd day of June, 1972, before me appeared J. S. MORROW to me personally known, who, being by me duly sworn, did say that he is the President of H. K. PORTER COMPANY, INC., a corporation of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said J. S. MORROW acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and commonwealth aforesaid, the day and year first above written.

Rita Helen Peters
Notary Public
Rita H. Peters
RITA HELEN PETERS
Notary Public, Pittsburgh, Allegheny County
My Commission Expires November 6, 1972

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Principal Note——Secured ... Legally Identified by Recorder's Endorsement on same.

Deed of Trust

(Installment Payments)

BOOK C595 PAGE 478

This Deed, Made and entered into as of the 27th day of June nineteen hundred and seventy-two (1972), by and between LLOYD S. RUBIN

of the City of St. Louis State of Missouri party of the first part, and MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION of the City of St. Louis State of Missouri party of the second part, and H. K. PORTER COMPANY, INC., a Delaware corporation, having its principal office and place of business at 1500 Porter Building, 601 Grant Street, of the City of Pittsburgh, Commonwealth of Pennsylvania party of the third part.

Witnesseth, that the said party of the First Part, for and in consideration of the debt and trust hereinafter described and created, and of the sum of One Dollar to said party of the First Part paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents *Grant, Bargain and Sell, Convey and Confirm* unto the said party of the Second Part, the following described Real Estate situated in the City of Kirkwood, County of St. Louis, and State of Missouri, to-wit:

Part of Block 35 of Town (City) of Kirkwood, described as: Beginning at the intersection of the South line of Monroe Avenue with the West line of Fillmore Avenue; thence South along the West line of Fillmore Avenue 194 feet 8 inches to the Southeast corner of property conveyed to Charles A. Walker by deed recorded in Book 279 page 492; thence West along the South line of property described in last mentioned deed 289 feet 3 inches, more or less, to the Southwest corner thereof being a point in the East line of property firstly described in deed of Perry E. Henderson and wife, by deed recorded in Book 108 page 468; thence North along the last mentioned line 194 feet 8 inches, more or less, to the South line of Monroe Avenue and thence along the South line of Monroe Avenue 288 feet to the point of beginning

Party of the first part covenants he will warrant and defend title to the real estate only to the extent the party of the third part covenanted to warrant and defend title in the Special Warranty Deed dated as of the date hereof.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
FILED FOR RECORD

185

'72 JUN 27 PM

RECORDER

To Have and to Hold the same, together with all buildings, fixtures and appurtenances now or hereafter to the same belonging, unto the said party of the Second Part, and to its successor or successors in this

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In Trust, however for the following purposes: *Whereas*, the said party of the First Part, being justly indebted to the party of the Third Part for purchase money in the principal sum of Ninety Nine Thousand ($99,000) Dollars, has, to secure said principal, and interest to be earned thereon, executed and delivered to the part of the Third Part, one negotiable promissory note of even date herewith, expressed to be for value received, drawn to the order of said party of the Third Part, and payable at 1500 Porter Building, 601 Grant Street, Pittsburgh, Pennsylvania 15219, as follows, to-wit:

In forty equal installments, including both principal and interest on $90,000 with interest on the remaining $9,000, for a total payment of Three Thousand Two Hundred Twenty Three and 77/100/ Dollars ($3,223.77) per quarter and the final payment of Nine Thousand Dollars ($9,000) with, and in addition to, the 40th quarterly installment. The first quarterly installment shall be due and payable on September 30, 1972, and subsequent installments shall be due and payable on each December 31, March 31, June 30 and September 30 thereafter, until said note shall be paid in full. Party of the first part shall have the right to prepay, at any time, without penalty or fee, the whole or any part of the principal sum in the amount of One Thousand Dollars ($1,000) or more. Any such principal prepayments made shall be deducted from the last payment or payments and shall not affect the amount of the aforesaid equal quarterly installments, which amounts shall remain constant until the note is paid in full.

TO SECURE the payment of which said note the party of the First Part has executed this Deed of Trust, and has also agreed with said Third Party, endorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and before becoming delinquent; and also to keep the improvements upon said premises constantly and satisfactorily insured, until said note is fully paid, against fire and extended coverage, in the full amount of this deed of trust, and to carry such other insurance and in such companies as holder of said note may require, and the policies therefor to keep constantly assigned unto the said party of the Second Part and deposited with the party of the Third Part for further securing the payment of said note, and the proceeds thereof apply towards the payment of said note. The holder of note is hereby given privilege and authority to make proof of loss and adjust and collect insurance. The trustee may assign policies to purchaser at foreclosure, and owner shall not be entitled to unearned premiums. And the said party of the First Part hereby guarantees to the said party of the Third Part, that the said property herein described is free and clear of mechanics' liens; and said party of the First Part further agrees that, in case any liens should hereafter be filed against said property, then said liens so filed shall have the same force and effect as if any installment of said note, hereinbefore described, shall have become due and payable, and all the covenants and agreements herein provided shall be in full force and effect, and carried out as if said note were actually in default. Party of First Part also agrees promptly to pay when due all notes, and to perform all covenants, in any deed of trust prior in lien to these presents. It shall be the privilege of said party of the Third Part, and assigns, in case of default on the part of the said party of the First Part or assigns to promptly pay all taxes, effect insurance, remove mechanics' liens and pay prior notes as above herein provided, to pay such taxes, insurance and mechanics' liens, or notes of any prior deed of trust, and in the event that the said party of the Third Part, assigns or legal representatives, or the party of the Second Part, or his successors in trust, shall expend any money to protect the title or possession of said premises, or for such taxes, insurance, mechanics' liens, or notes, then all money so expended shall be a new and additional principal sum of money secured by this instrument, and shall be payable on demand, and may be collected with interest thereon at the rate of eight per centum per annum, from the time of so expending the same.

Said party of the First Part hereby covenants to keep all the buildings now or hereafter on said premises, in good repair and in tenantable condition, without any liability of the party of the Third Part to any person for damages, for failure to repair; nor for any mechanics' lien therefor, and upon the actual or threatened demolition or removal of any of the buildings on said premises, or the completed condemnation of lot or buildings for streets or otherwise, the whole principal sum shall at the option of the party of the Third Part, at once, become due and payable. Any amounts awarded in condemnation proceedings or taking the property herein described or any part thereof, shall be paid to said party of the Third Part, to be applied on the indebtedness hereby secured.

It having been agreed between the parties hereto, that when any installment of said note, or any note secured by any prior deed of trust, whether of interest or principal, after having become due and payable, shall remain unpaid, then the entire unpaid balance of said note herein described shall, at the option of the holder thereof, become due and payable at once, whether or not

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of the Missouri Uniform [illegible] respect to any goods, fixtures, equipm[illegible] appliances, or articles of personal property no[illegible] annexed to or used or hereafter attached to or used in connection with the prem[illegible].

NOW, THEREFORE, if the said party of the First Part, or legal representatives or assigns, shall well and truly pay, or cause to be paid, unto the holder thereof, respectively, the said promissory note above mentioned and all installments thereof, at maturity thereof, respectively, according to the tenor of the same, and shall well and truly keep and perform all and singular the several covenants and agreements hereinbefore set forth, then this trust shall cease and be void, and the property hereinbefore conveyed shall be released at the cost of the said party of the First Part; but if said note, or any part thereof or any note or part thereof secured by any prior deed of trust, be not so paid at maturity, according to the tenor of the same, or if said taxes, general and special, or insurance premiums, be not promptly paid when due and mechanics' liens released, or if default be made in due fulfillment of said covenants and agreements, or any of them, then this conveyance shall remain in force, and said party of the Second Part, or, in case of his death, or disability, or his or its neglect or refusal to act, then

as successor in trust, or in case of his inability, neglect or refusal to act, then a successor appointed by the holder of the note, or, if none be so appointed then a successor appointed by the Circuit Court, may, at the request of the legal holder of the note secured hereby, proceed to sell the property hereinbefore conveyed, or any part thereof, at public vendue or outcry (as to any part of said property situated in the City of St. Louis) at the East Front Door of the Court House, being the Civil Courts Building, 11th and Market Streets, in the City of St. Louis and State of Missouri, to the highest bidder for cash, first giving notice required by the laws of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect; and/or (as to any part of said property situated in the County of St. Louis[illegible] in Clayton, in the County of St. Louis, State of Missouri, to the highest bidder for cash, first giving notice required by the laws of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect, and upon such sale shall execute a deed in fee simple of the property sold, to purchaser or purchasers thereof, and shall receive the proceeds of such sale, out of which said trustee shall pay, first, the cost and expense of executing this Trust, including lawful compensation of said Trustee; and next, shall repay to any person or persons who may or shall, under the covenants hereinbefore set forth, have advanced or paid any money for taxes, mechanics' liens, insurance or prior notes, as above provided, all sums so by said persons advanced and not already repaid, together with interest thereon at the rate of eight per centum per annum from date of such advance, till day of payment; and, next, the amount unpaid on the note secured hereby, together with the interest accrued thereon, and next the amount due on junior encumbrances, and the balance to the party of the First Part, assigns, or legal representatives. And each time that it shall become necessary to insert an advertisement for foreclosure and sale is not had, then the trustee shall be entitled to receive the sum of $25.00 for services and the amount of all advertising charges from the party of the First Part.

AND the said party of the Second Part hereby lets said premises to the said party of the First Part until this instrument be released and satisfied, or until default be made in payment or performance of covenants of this Deed of Trust, upon the following terms, to-wit: The said party of the First Part, and every and all persons claiming or possessing such premises or any part thereof, shall pay rent therefor during said term at one cent per month, payable upon demand and shall and will surrender peaceable possession of said premises, and any and every part thereof to said party of the Second Part, immediately upon such default and without notice or demand therefor, and said trustee may thereupon rent the same for the account of the holders of the note, until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at trustees sale.

PROVIDED, however, that nothing in this Deed shall be so construed as to prevent the legal holder of said note, to have and to take every legal step and means to enforce payment of said note, without having first caused the execution of the Trust herein created.

AND the said party of the Second Part covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for wilful negligence or misconduct.

WHENEVER in this instrument the expression "First Party," "Second Party," or "Third Party" appears, it shall be held in each case to refer to and include the person or persons, singular or plural, natural or artificial, described in the premises of this deed, and the covenants and agreements hereinabove contained shall bind and inure to the benefit of, respectively, the heirs, assigns, successors and legal representatives of said "First Party," and any legally appointed successor of said "Second Party," and the endorsees, assigns and legal representatives of said "Third Party."

In Witness Whereof, said party of the first part has executed these presents as of the day and year first above written.

*at the First Floor, Plaza Level, North front door of the St.Louis County Government Center Courts Building 7900 Carondelet Avenue

Lloyd S. Rubin
LLOYD S. RUBIN

State of Missouri
County *of* St.Louis } *ss.*

On this 27th day of June, 19 72, before me personally appeared LLOYD S. RUBIN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Lloyd S. Rubin further declares himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

NOTARY PUBLIC

Viola A. Meade
Viola A. Meade Notary Public.

My term expires May 22, 1973.

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State of Missouri, } ss.
of

On this day of , 19 , before me appeared

to me personally known, who, being by me duly sworn, did say that he is the

of

a Corporation of the State of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said

acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State aforesaid, the day and year first above written.

Notary Public.

My term expires

DEED OF TRUST
(Installment Payments)

FROM
LLOYD S. RUBIN

TO
MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION

TRUSTEE FOR
H. K. PORTER COMPANY, INC.

State of Missouri } ss
County of St. Louis }
FILED FOR R ND
JUN 27 1972
At ..... O'Clock ..... M
Recorder of Deeds

STATE OF MISSOURI, } ss.
County of St. Louis

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 27 day of June A.D. 1972 at 1:33 o'clock P M and is duly recorded in Book 5515 Page 428

Witness my hand and official seal on the day and year aforesaid.

CRMC-Motley1000-Subj-005134

WRITTEN CONSENT OF SOLE SHAREHOLDER
TO ADOPTION OF PLAN OF LIQUIDATION
OF TALLMAN-McCLUSKEY FABRICS CO.

H. K. PORTER COMPANY, INC., a Delaware corporation, being the sole shareholder of TALLMAN-McCLUSKEY FABRICS CO., a corporation organized and existing under the laws of the State of Missouri, does hereby adopt the PLAN OF LIQUIDATION of TALLMAN-McCLUSKEY FABRICS CO., a Missouri corporation, in the form annexed hereto.

IN WITNESS WHEREOF, the President and Assistant Secretary have hereunto set their hands, this 28th day of February, 1969.

ATTEST:

T. P. Luscher
Assistant Secretary

H. K. PORTER COMPANY, INC.

J. S. Morrow, President

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PLAN OF LIQUIDATION

TALLMAN-McCLUSKEY FABRICS CO.

A MISSOURI CORPORATION

Tallman-McCluskey Fabrics Co., a Missouri corporation (hereinafter called "Tallman"), has an authorized capital of 10,000 shares of capital stock of the par value of $1.00 per share, of which 8,479 shares are issued and outstanding and all of which issued and outstanding shares are owned by H. K. Porter Company, Inc., a Delaware corporation (hereinafter called "Porter").

Tallman is in all respects solvent.

Porter and Tallman desire that Tallman be liquidated and that all of Tallman's property and assets be distributed in complete liquidation of Tallman and in complete cancellation or redemption of all of Tallman's shares within the meaning of Section 332 of the Internal Revenue Code of 1954, and sections of said Code correlated thereto, in accordance with the following plan of liquidation:

(1) Tallman shall cease to do business on or before the close of business on February 28, 1969, and thereafter confine its activities to winding up of its affairs and dissolving;

(2) Porter, owner of the 8,479 issued and outstanding shares of no par value capital stock of Tallman, shall surrender the certificates representing all of said shares to Tallman for cancellation or redemption upon the receipt of all of the property and assets of Tallman subject to all of Tallman's liabilities which shall be assumed by Porter;

(3) The distribution by Tallman of all of its property and assets under this Plan shall be made forthwith when Tallman ceases to do business and confines its activities to winding up its affairs and dissolving, and on or before February 28, 1969;

(4) Tallman shall take such steps and do such things as are necessary to wind up its affairs, dissolve and distribute all of its property and assets under this Plan.

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PROPOSED RESOLUTIONS

Dissolution Of
Tallman-McCluskey Fabrics Co.

BOARD OF DIRECTORS' MEETING
H. K. PORTER COMPANY, INC.
FEBRUARY 28, 1969

The Chairman stated that the officers of the Company had concluded that it would be advisable for the Directors of the Company to consider the advantages and disadvantages of having Tallman-McCluskey Fabrics Co., a Missouri corporation, all of the 8,479 issued and outstanding shares of capital stock of the par value of $1.00 per share of which are owned by this Company, liquidate and distribute all of its property and assets to this Company in cancellation or redemption of the capital stock of Tallman-McCluskey Fabrics Co., all of which is owned by this Company, all of the liabilities of Tallman-McCluskey Fabrics Co. to be assumed by this Company.

A Plan of Liquidation of Tallman-McCluskey Fabrics Co. was then submitted to the meeting, together with financial statements of that corporation and other data. The Chairman stated that this Plan of Liquidation would be adopted by Tallman-McCluskey Fabrics Co. by the consent of this Company as its sole shareholder, in the event the Board of Directors of this Company adopts the Plan.

After consideration of the foregoing, upon motion made by _____ and duly seconded by _____, the following resolutions were unanimously adopted:

RESOLVED, that the Plan of Liquidation of Tallman-McCluskey Fabrics Co. submitted to this meeting, a copy of which is attached to the minutes of this meeting, be, and the same hereby is, approved and adopted;

RESOLVED FURTHER, that the officers of this Company be, and each of them hereby is, authorized and empowered to execute, acknowledge, seal and deliver all such instruments and do all such acts or things which they or any of them may deem necessary or advisable to carry out said Plan of Liquidation, including, without limitation, to surrender for cancellation or redemption to Tallman-McCluskey Fabrics Co. the certificates for the 8,479 shares of capital stock of the par value of $1.00 per share of Tallman-McCluskey Fabrics Co. owned by this Company upon distribution to this Company of all of the property and assets of Tallman-McCluskey Fabrics Co. and to make or cause to be made suitable and adequate provision for payment of the liabilities and the discharge of the obligations of Tallman-McCluskey Fabrics Co., including the assumption by this Company of such liabilities and obligations.

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GENERAL CONVEYANCE

OF

ASSUMPTION OF LIABILITIES

KNOW ALL MEN BY THESE PRESENTS:

That TALLMAN-McCLUSKEY FABRICS CO., a Missouri corporation (hereinafter called "Transferor"), in accordance with Plan of Liquidation of said corporation and in complete cancellation of all of its stock and for the assumption by H. K. PORTER COMPANY, INC., a Delaware corporation (hereinafter called "Transferee"), of all debts, liabilities and obligations of the Transferor as hereinbelow provided, has assigned, transferred, and set over and does hereby assign, transfer and set over unto the Transferee, its successors and assigns, FOREVER:

All of the Transferor's business, property and assets of every kind and nature and wheresoever situated, whether tangible or intangible, and all right, title and interest of the Transferor therein and thereto, including, without limiting the generality of the foregoing, all leasehold improvements, machinery and equipment, drawings, parts and appliances, furniture and fixtures, and inventories, including raw materials, work in process and finished goods; all United States and foreign trademarks, trade-rights and tradenames of every sort and kind, belonging to the Transferor and its business, and the right to continue said business and to use the corporate title, TALLMAN-McCLUSKEY FABRICS CO., or any similar title, and the exclusive right to use all of said titles, trademarks, trade-rights and tradenames in carrying on the said or any other business; all United States and foreign patents, applications for patents, patent rights, patent licenses and contracts in the nature of patent rights or patent licenses, processes, inventions, improvements, rights under and interests in and claims to patents, patent licenses and other patent rights, processes, inventions and improvements, and all rights, claims and causes of action to recover for past infringement thereof; all leases and contracts and contract rights of any and every sort, nature or description and all other rights, privileges and franchises used or of use in, or in connection with or acquired for, said business; all cash, prepaid items, shares of stock and other securities, notes, bills receivable, accounts receivable, notes receivable, payments made or to be made

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claims, claims for tax refunds, tax refunds, rights and causes of action; all vouchers, books of accounts, records, correspondence, papers, documents, instruments of any and every sort and nature; and any and all rights, claims, judgments and causes of action, including those represented or evidenced by or flowing or growing from or arising or existing under any of the foregoing, including advances, prepaid insurance and other prepaid items and bank accounts.

Transferor covenants and agrees that it will execute and deliver such further instruments, powers of attorney, papers and documents as the Transferee, its successors or assigns, may from time to time hereafter reasonably request further to evidence or establish the assignment, transfer and setting over by the Transferor to the Transferee of the aforesaid business, property and assets, and the right, title and interest of the Transferee therein and thereto, or to enable or assist the Transferee, its successor or assigns, to use, enjoy, collect, receive or reduce to possession any of the same, or to enable the Transferor to collect, receive or reduce to possession any of the same for delivery to the Transferee, and the Transferor does hereby irrevocably appoint Transferee, its successors and assigns, as attorney-in-fact for Transferor for the purpose of carrying out the covenants and agreements of Transferor hereunder.

In consideration of such assignment, transfer and setting over, the Transferee hereby assumes and agrees to pay, carry out and perform all debts, liabilities and obligations of the Transferor of every nature and description whatsoever.

This instrument is delivered pursuant to Plan of Liquidation of the Transferor duly approved and adopted by the Transferor and by the Transferee.

IN WITNESS WHEREOF, the Transferor and the Transferee have caused these presents to be duly executed by their duly authorized officers as of the opening of business this 28th day of February, 1969.

Attest;

T. P. Luscher, Assistant Secretary

TALLMAN-McCLUSKEY FABRICS CO.

By R. W. Davison, Executive Vice President

Attest:

P. R. Obert, Secretary

H. K. PORTER COMPANY, INC.

By J. S. Morrow, President

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, a Notary Public in and for said County and State, personally appeared the above name TALLMAN-McCLUSKEY FABRICS CO. by R. W. Davison, its Executive Vice President, and T. P. Luscher, its Assistant Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Pittsburgh, Pennsylvania this 28th day of February, 1969.

Notary Public

DOROTHY M. SCHMIDT, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 9, 1972
Member, Pennsylvania Association of Notaries

CRMC-Motley1000-Subj-005140

NO. 66696

STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Department

Certificate of Dissolution

WHEREAS, Articles of Dissolution and Articles of Liquidation of

TALLMAN-MC CLUSKEY FABRICS CO.

a corporation organized and existing under The General and Business Corporation Law, have been received, found to conform to law, and filed.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, issue this Certificate of Dissolution of the aforenamed corporation, certifying that the existence of said corporation has this date ceased.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 16 day of June, 19 69

James C. Kirkpatrick
Secretary of State

T R Bond
Deputy Secretary of State

I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, hereby certify that the copy of the Certificate of Dissolution above set forth, is full, true, and complete, and that to the first issued certified copy thereof I have attached a copy of the Articles of Liquidation referred to therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 16 day of June, 19 69

James C. Kirkpatrick
Secretary of State

Deputy Secretary of State

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State of Missouri · · · Office of Secretary of State

ARTICLES OF LIQUIDATION

(To be filed in duplicate by an attorney)

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO. 65102

The undersigned corporation, for the purpose of dissolving, and pursuant to the provisions of "The General and Business Corporation Law of Missouri," relating to the dissolution of corporations, hereby executes the following articles of liquidation:

Article 1. Name of corporation is TALLMAN-McCLUSKEY FABRICS CO.

Article 2. On the 12th day of May, 19 69, the corporation filed with the Secretary of State, Articles of Dissolution.

Article 3. All debts, obligations and liabilities of the corporation have been paid and discharged, or that adequate provision has been made therefor.

Article 4. All the remaining property and assets of the corporation have been distributed among its shareholders, in accordance with their respective rights and interests.

Article 5. There are no suits pending against the corporation in any court, or that adequate provision has been made for the satisfaction of any judgment, order, or decree which may be entered against it in any pending suit.

IN WITNESS WHEREOF, the undersigned corporation has caused these articles to be executed in its name by its President (President or Vice President) and its corporate seal to be hereto affixed, attested by its Assistant Secretary (Secretary or Assistant Secretary) this 15th day of May, 19 69.

TALLMAN-McCLUSKEY FABRICS CO.

(CORPORATE SEAL)

By J. S. Morrow (President)

ATTEST:

P. Luscher, (Assistant Secretary)

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss.

I, Dorothy M. Schmidt, a Notary Public do hereby certify that on the 15th day of May, A. D. 19 , J. S. Morrow (President) personally appeared before me and being first duly sworn by me acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(NOTARIAL SEAL)

Notary Public

My Commission expires October 1972

CRMC-Motley1000-Subj-005142