

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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WRITER'S DIRECT LINE

October 3, 1990

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Charles J. Haughney  
Branch Chief  
Fuel Cycle Safety Branch  
Division of Industrial Safety  
Office of Nuclear Material Safety  
and Safeguards (NMSS)  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Re: License No. SUB-1357 (Docket No. 40-8724) --  
Chemetron Corporation

Dear Mr. Haughney:

In accordance with Provision (2) of your letter, dated September 11, 1990, to Mr. John Elwood of Allegheny International, Inc. (then the parent company of Chemetron Corporation), I enclose herewith an executed copy of the Asset Purchase Agreement entered into between Sunbeam/Oster Company, Inc. ("SOC") and Allegheny International, Inc. ("AI") as of September 28, 1990, along with numerous Schedules and other attachments thereto.

Please note that we have not enclosed herewith a further copy of the Murray, Devine & Company solvency opinions letter, since that document has previously been sent to you under separate cover subject to a claim for confidential treatment. Also not enclosed, because they are voluminous and largely irrelevant to the NRC's interests in the asset purchase transaction, are copies of the resignations of directors and officers of the subsidiaries of AI (except those of Chemetron Corporation, which are enclosed), certific tes from officers of

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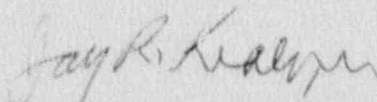
Mr. Charles J. Haughney  
October 3, 1990  
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the AI subsidiaries concerning the Certificates of Incorporation, By-Laws, and officers and directors thereof, stock certificates for the stock of AI and its subsidiaries, and the opinion letter of the law firm of Shereff, Friedman, Hoffman & Goodman delivered pursuant to Section 6(b)(v) of the Asset Purchase Agreement. Should the NRC, however, consider it necessary or appropriate to examine copies of these additional, ancillary documents, please contact us.

In addition, I enclose for your information a copy of the written consent of the sole stockholder and the Board of Directors of Chemetron Corporation, dated September 28, 1990. Among other actions taken by the written consent are the election of Michael G. Lederman and Robert Setrakian as the members of the Board of Directors and of Mr. Lederman as President and Mr. Setrakian as Vice President and Secretary of Chemetron Corporation. The written consent further recites that Anthony Munson shall continue to serve as Vice President and Treasurer and Roland Schriver shall continue to serve as Vice President of Chemetron Corporation.

Thank you for your attention to this matter.

Sincerely yours,



Jay R. Kraemer

cc w/encl: K. McDaniel



ASSET PURCHASE AGREEMENT

This Agreement is made as of the 28th day of September, 1990, by and between Sunbeam/Oster Company, Inc., a Delaware corporation ("Purchaser"), on the one hand, and Allegheny International, Inc., a Pennsylvania corporation (the "Seller"), on the other hand.

WHEREAS, on February 20, 1988, Seller, and on February 20, 1988 and May 3, 1988, the other Debtors filed for relief under Chapter 11 of the Code in the Court;

WHEREAS, on July 12, 1990, the Court confirmed the Debtors' Joint Stock Plan of Reorganization dated December 29, 1989, as amended (the "Stock Plan"), and on September 13, 1990, the Court approved certain modifications thereto (the "Modified Plan");

WHEREAS, the Modified Plan contemplates, among other things, the purchase of assets and assumption of liabilities set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS

In this Agreement, unless otherwise provided, the following terms shall have the meanings set forth below.

"Administrative Claim" means a Claim for payment of an administrative expense of a kind specified in Section 503(b) of the Code and referred to in Section 507(a)(1) of the Code, including, without limitation, the actual, necessary costs and expenses incurred after the commencement of the Debtors' Chapter 11 cases of preserving the Estates and operating the businesses of the Debtors, including wages, salaries, or commissions for services, compensation for legal and other services and reimbursement of expenses awarded under Sections 330(a) or 331 of the Code, and all fees and charges assessed against the Estates under Chapter 123 of Title 28, United States Code.

"Assets" means all property of the Seller including all legal or equitable interests, all tangible or intangible property, causes of action, or other property of the Seller's Estate.

"Assumed Indemnity Claims" include all Claims against the Debtors for indemnity, except where the Claim underlying is disallowed pursuant to section 502(e)(2)(i) of the Code;



"Assumed Liabilities" means all liabilities and obligations of the Debtors of every kind and nature which are not discharged in bankruptcy through the confirmation of the Modified Plan including, without limitation, the following:

- (a) Allowed Administrative Claims;
- (b) Reinstated Claims;
- (c) Product Liability Claims;
- (d) Assumed Indemnity Claims;
- (e) Paying Agent Fees;
- (f) Taxes, Tax Notes and Tax Claims of the Internal Revenue Service allowed in accordance with the Modified Plan;

"Bankruptcy Order" means each Final Order of the Court confirming the Modified Plan.

"Claim" means a claim as defined in Section 101(4) of the Code, whether or not asserted against one or more of the Debtors.

"Closing Date" means the Effective Date.

"Code" means title 11 (the Bankruptcy Code) of the United States Code, as applicable from time to time, to the Reorganization Cases.

"Court" means the United States Bankruptcy Court for the Western District of Pennsylvania or, if such court ceases to exercise jurisdiction over the Reorganization Cases, such court that exercises jurisdiction over the Reorganization Cases in lieu of the United States Bankruptcy Court for the Western District of Pennsylvania.

"Debtors" means Allegheny International Exercise Co., a Delaware corporation; Allegheny International (USA), Inc., a Delaware corporation; Seller; AL Industrial Products, Inc., a Pennsylvania corporation; Almet/Lawnlite, Inc., a California corporation; Chemetron Corporation, a Delaware corporation; Chemetron Investments, Inc., a Delaware corporation; Eliskim, Inc., a Delaware corporation; Sunbeam Holdings, Inc., a Delaware corporation; Infoswitch, Inc., a Delaware corporation; Integrated Specialties, Inc., a California corporation; Sunbeam Corporation, a Delaware corporation; and Woodshaft, Inc., an Ohio corporation (each of the foregoing being a "Debtor").

"Disbursing Agent" means the entities authorized to disburse cash which is required by the Modified Plan to be distributed to the holders of Claims.



"Distribution(s)" means the payment(s) of cash and securities which is (are) required by the Modified Plan to be distributed to the holders of Claims.

"Effective Date" means the date of substantial consummation of the Modified Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means Seller and (i) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which Seller is a member; (ii) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which Seller is a member; and (iii) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which Seller, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member.

"ERISA Event" means (i) the occurrence of a reportable event within the meaning of Section 4043 of ERISA with respect to any Pension Plan; (ii) a failure to meet with respect to a

Pension Plan the minimum funding standard of Section 412 of the Internal Revenue Code or of Section 302 of ERISA, including, without limitation, the failure to make on or before its due date a required installment under Section 412(m) of the Internal Revenue Code or Section 302(e) of ERISA, regardless of the issuance of any waivers in accordance with Section 412(d) of the Internal Revenue Code, and any request for a waiver under Section 412(d) of the Internal Revenue Code in connection with any Pension Plan; (iii) the provision by the administrator of any Pension Plan of a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of ERISA under circumstances described in Section 4041(c) of ERISA; (iv) the withdrawal by Seller or any ERISA Affiliate from a Pension Plan during a plan year for which it was a "substantial employer" within the meaning of Section 4001(a)(2) of ERISA resulting in liability pursuant to Section 4062(e) or 4063 of ERISA; (v) the institution by the PBGC of proceedings to terminate a Pension Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, a Pension Plan; (vi) the withdrawal by Seller or any ERISA Affiliate in a complete or partial withdrawal (within the meaning of Section 4203 or 4205 of ERISA) from a Multiemployer Plan resulting in a material liability to Seller or any ERISA Affiliate, or the receipt by Seller or any ERISA Affiliate of



notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA; (vii) the imposition on Seller or any ERISA Affiliate of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 502(c), (i) or (l) or Section 4071 of ERISA; (viii) the assertion of a material claim (other than routine claims for benefits) against any Pension Plan or the assets thereof, or against Seller or any ERISA Affiliate in connection with any such plan; (ix) the existence as of the date hereof, for a Pension Plan of an excess of the present value (determined on the basis of reasonable assumptions used by the independent actuary for such Pension Plan) of the accrued benefits (whether or not vested) of the participants and beneficiaries of such Pension Plan over the fair market value of the assets of such Pension Plan, if such excess, when added to the excesses calculated in the same manner for each of the other Pension Plans as of the most recently preceding valuation date for each such other Pension Plan, exceeds \$30,000,000; or (x) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of a Pension Plan to fail to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code.

"ERISA Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (i) which is maintained or was at any time during the five years prior to the date of the Agreement, maintained for employees or former employees of Seller or any of its ERISA Affiliates or (ii) with respect to which any such entity may incur liability.

"Estate" means the estate created in each of the Reorganization Cases by Code section 541.

"Facilities" means any and all real property (including, without limitation, all buildings, fixtures or other improvements located thereon) now, hereafter or heretofore, owned, leased, operated or used by Seller or any of its Subsidiaries or any of their respective predecessors.

"Final Order" means an order or judgment the operation or effect of which has not been stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired and as to which no timely filed appeal or petition for review or rehearing is pending.



"Foreign Benefit Plan" means any Employee Benefit Plan as defined in Section 3(b)(xiii) maintained at any time during the five years prior to the date of this Agreement outside of the United States for employees or former employees of Seller or any of its Subsidiaries, substantially all of whom are not residents of the United States and with respect to which any such entity may incur liability.

"Foreign Benefit Plan Event" means (i) the imposition of liability (other than liability for routine contributions or payment of insurance premiums or benefits) on Seller or any of its Subsidiaries to any Foreign Benefit Plan or to any foreign government, or governmental or regulatory body, in connection with any Foreign Benefit Plan, where such liability might have a Material Adverse Effect; or (ii) the imposition of any Lien on the assets of Seller or any of its Subsidiaries in connection with any Foreign Benefit Plan.

"Inactive Subsidiaries" means the Subsidiaries of Seller set forth on Schedule 1(i) hereto.

"Intellectual Property" means all patents, trademarks (including, without limitation, the "Sunbeam" trademark), tradenames, copyrights, service marks, designs, logos, indicia, corporate names, trade secrets, technology, know-how and processes, associated goodwill and other business identifiers and applications pertaining thereto used in or necessary for the conduct of business of Seller and its Subsidiaries as currently conducted that are material to the condition (financial or other), business or operations of Seller and its Subsidiaries taken as a whole.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended to the date hereof.

"Lien" means any lien, mortgage, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest).

"Material Adverse Effect" means a material adverse effect upon the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller and its Subsidiaries, taken as a whole.



"Material Contracts" means any contract, agreement, indenture, mortgage, deed of trust, undertaking or other instrument to which the Seller or any of its Subsidiaries will be a party (after giving effect to the Modified Plan) or by which the Seller or any of its Subsidiaries will be bound (after giving effect to the Modified Plan) or to which the assets or properties of the Seller or any of its Subsidiaries will be subject (after giving effect to the Modified Plan), which individually involves remaining obligations or liabilities of the Seller or any of its Subsidiaries in excess of \$1,000,000, provided, however, that the term "Material Contracts" shall not include any customer purchase orders or purchase orders by the Seller or any of its Subsidiaries.

"Multiemployer Plan" means a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA (i) to which Seller or any ERISA Affiliate is contributing, or at any time during the five years prior to the date of this Agreement has, contributed, or to which Seller or any ERISA Affiliate has, or ever has had at any time during the five years prior to the date of this Agreement, an obligation to contribute or (ii) with respect to which Seller or any ERISA Affiliate may incur liability.

"NMGGM" means NMGGM, Inc., a Delaware corporation and a wholly-owned subsidiary of Purchaser.

"O/S J.V." means O/S J.V., Inc., a Delaware corporation and a wholly-owned subsidiary of Purchaser.

"Paying Agent" means any indenture trustees, stock transfer agents and similar intermediaries and agents which participate in the process of making or conveying cash payments as provided by the Modified Plan.

"Paying Agent Fees" means the compensation and expenses payable by Purchaser and Debtors to Paying Agents for making or conveying cash payments as provided by the Modified Plan.

"Pension Plan" means any ERISA Plan, other than a Multiemployer Plan, (i) which is subject to the provisions of Title IV of ERISA and (ii) which is maintained or at any time during the five years prior to the date of this Agreement was maintained for employees or former employees of Seller or any of its ERISA Affiliates or with respect to which Seller or any ERISA Affiliate may incur liability.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts,



banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

"Purchaser" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

"Product Liability Claims" means claims for damages or injuries because of a defect in or other use or consumption of goods manufactured or sold by the Debtors or any predecessors thereof, and includes any such claims arising after the Effective Date for goods purchased prior to the Effective Date.

"Reinstated or Reinstatement" means leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 112 of the Code, including, in the case of installment debt obligations, reinstatement of original maturity of the obligations.

"Reinstated Claims" means all Claims which are Reinstated, collectively as set forth in the Modified Plan.

"Reinstated Aetna Claims" means Claims of Aetna Casualty and Surety Company under certain premium payment agreements relating to Policy Nos. 08 LG 19821 SRA, 08 C 113389 SRA, 08 C 115065 SRA, 08 CS 269349 SRA, 08 C 119428 SRA, 08 AL 115093 SRA, 08 C 122027 SRA, 08 AL 115133 SRA, 08 CS 401139 SRA and 08 CA 105211 SRA with respect to liability insurance for policy years 1975, 1976 and 1977.

"Reinstated AI Compensatory Damage Claims" means with respect to Allegheny International, Inc., Claims for compensatory damages of a nature, insurable under a comprehensive general liability insurance policy or automobile liability insurance policy, proofs of which have been timely filed.

"Reinstated Barclays Bank Claim" means Claim of Barclays Bank PLC under a Standby Letter of Credit Agreement dated as of December 28, 1984 between Barclays and Sunbeam Corporation.

"Reinstated Cars & Concepts Claims" means Claims of Cars & Concepts, Inc. against Sunbeam on Sunbeam's guaranty dated August 13, 1982 of the performance by Hurst Performance, Inc. now known as Sunbeam, of the terms and provisions of a purchase agreement dated August 13, 1982 pursuant to which Cars & Concepts, Inc. purchased the assets of Hurst Performance, Inc. and all Claims of Cars & Concepts, Inc. against Sunbeam pursuant to such purchase agreement.



"Reinstated Continental Casualty Company Claim" means Claims of Continental Casualty Company for premium payments under Policy Nos. WC 5386350, CCP 7437001 and WC 5382326 covering the period April 11, 1981 to July 1, 1982.

"Reinstated Debt and Capital Leases" means all Claims under the Industrial Development Revenue Bonds, capitalized leases and all guarantees, lease agreements, loan agreements and trust indentures listed in Section 1.75(vi) of the Modified Plan and other agreements for the benefit of holders thereof relating thereto.

"Reinstated Disability Claims" means Claims for long-term disability benefits payable under the Group Health and Welfare Plan of Allegheny International, Inc. and Member Companies.

"Reinstated Environmental Claims" means Claims of the United States for environmental response costs incurred in connection with following sites:

McGean Site, Cleveland, Ohio  
Haynes Site, Washington County, Missouri  
Bio-Ecology Site, Grand Prairie, Texas  
City Chemical Site, Orange County, Florida  
Liquid Disposal Site, Utica, Michigan  
Lowry Landfill Site, Arapahoe County, Colorado  
New Lyme Landfill Site, Ashtabula County, Ohio

Northeast Hazardous Waste Disposal Site, Elkton, Maryland  
Maryland Sand, Gravel and Stone site, Elkton, Maryland  
Poplar/Laskin Site, Ashtabula County, Ohio  
Shelby Township Site, Shelby Township, Michigan  
Stringfellow Site, Los Angeles, California  
Diaz Refinery Site, Diaz, Arkansas  
Qu Voe Refinery & Products Site, Cook County, Illinois  
ThermoChem Site, Holland, Michigan  
Maxey Flats Nuclear Disposal Site, Morehead, Kentucky  
Bally Engineered Structures Site, Bally, Pennsylvania

"Reinstated Environmental Compliance Obligations" means obligations of any of the Debtors to a governmental agency to comply with environmental laws with respect to property of estate of such Debtor.

"Reinstated Intercompany Claims" means the Claims of any Debtor against any Debtor or of an affiliate of any Debtor against such Debtor.

"Reinstated Liberty Mutual Insurance Claims" means Claims of Liberty Mutual Insurance Company and/or Liberty Mutual Fire Insurance Company under workers' compensation insurance policy, WC2-681-004050-337 effective July 1, 1987 - July 1, 1988 and premium payment agreement relating thereto, under comprehensive general liability policy LG1-681-004050-327 effective July 1, 1987 through July 1, 1988 and agreement for guarantee of deductible reimbursement relating thereto, under business automobile policy AS1-681-004050-137 effective July 1, 1987 through July 1, 1988 and agreement for guarantee of deductible reimbursement relating thereto, under Massachusetts combination motor vehicle policy AM1-681-004050-147 effective



July 1, 1987 through July 1, 1988 and agreement for guarantee of deductible reimbursement relating thereto, under comprehensive automobile policy AE2-681-004050-217 effective July 1, 1987 through July 1, 1988 and agreement for guarantee of deductible reimbursement relating thereto, as provided in the Liberty Mutual Settlement.

"Reinstated Metropolitan Federal Claim" means the Allowed Secured Claim of Metropolitan Federal Savings and Loan Association under a Promissory Note dated December 31, 1973 in the original principal amount of \$850,000 and related mortgage issued to Home Federal Savings and Loan Association of Nashville, Tennessee, of which Metropolitan Federal Savings and Loan Association is the successor-in-interest, relating to a manufacturing facility of Almet/Lawnlite located in Portland, Tennessee, and the related contingent claim of Victor and Ann Carol Reiter against Almet/Lawnlite and Allegheny.

"Reinstated Pension Claims" means Claims under a tax-qualified pension plan sponsored by any Debtor or an affiliate of a Debtor.

"Reinstated Retiree Benefit Claims" means Claims by retired former employees of a Debtor under a plan, fund, or program maintained or established by such Debtor prior to commencement of such Debtor's Reorganization Case (through the purchase of insurance or otherwise) for the purpose of providing medical, surgical or hospital care benefits, or benefits in the event of sickness, accident, disability or death.

"Reinstated Sunbeam Debentures" means the Sunbeam 5 1/2% Sinking Fund Debentures due 1992.

"Reinstated Surviving Spouse Benefit Claims" means Claims of non-exempt salaried employees or former employees, or their spouses under the Surviving Spouse's Benefit Plan for Salaried employees of Allegheny International, Inc., Surviving Spouse's Benefit Plan for Salaried Employees of True Temper Corporation; and Surviving Spouse's Benefit Plan for Salaried Pensioners of the Former Bar Products Division of Allegheny International, Inc.

"Reinstated Textron Claims" means Claims of Textron, Inc. under the purchase agreement dated May 28, 1978, by and between AI (USA) (then known as Jacobsen Manufacturing Company), Allegheny (then known as Allegheny Ludlum Industries, Inc.) and Textron, Inc.

"Reinstated Tort Claims" means with respect to Debtors other than Allegheny International, Inc., property damage tort, personal injury tort and wrongful death Claims, proofs of which have been timely filed.

"Reinstated Welmoore Claims" means Claims of Welmoore Industries, Inc., The Frymaster Corporation, Mile High Equipment Company and Belshaw Bros. Inc. under an agreement dated October 21, 1982 under which Welmoore Industries, Inc. acquired assets of certain wholly-owned subsidiaries of Holdings which subsequently merged into Holdings.

"Reinstated Workers' Compensation Claims" means Claims for workers' compensation except for (a) Claims of employees or former employees of the former Bar Division of Allegheny International, Inc. for workers' compensation under the laws of the State of New York and (b) Claims of employees or former employees of True Temper Corporation (now known as Eliskim, Inc.) for workers' compensation under the laws of the State of Ohio.



"Reorganization Cases" means the Debtors' Chapter 11 cases pending before the Court as Case Nos. 88-448 (Allegheny International, Inc.), 88-449 (Sunbeam Corporation), 88-450 (Sunbeam Holdings, Inc.), 88-451 (Almet/Lawnlite, Inc.), 88-452 (Chemetron Corporation), 88-1220 (AL-Industrial Products, Inc.), 88-1223 (Allegheny International Exercise Co.), 88-1224 (Allegheny International (USA), Inc.), 88-1226 (Chemetron Investments, Inc.), 88-1227 (Eliskim, Inc.), 88-1228 (Infoswitch, Inc.), 88-1229 (Integrated Specialties, Inc.) and 88-1231 (Woodshaft, Inc.).

"SAC/Oster" means the Oster Housewares division of Sunbeam Corporation, Sunbeam Housewares division of Sunbeam Corporation, Sunbeam Mexicana, S.A. de C.V., Oster de Venezuela, S.A., Sunbeam del Peru S.A., Oster International GmbH, Oster International (U.K.) Limited and Sunbeam Consumer Products (Far East) Limited.

"SAHL" means Sunbeam Americas Holdings, Limited, a Delaware corporation and a wholly owned subsidiary of Purchaser.

"Seller" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

"Significant Subsidiary" means with respect to Seller, Sunbeam, Almet/Lawnlite, Inc., Chemetron Corporation, Sunbeam Holdings, Inc. and Sunbeam Corporation (Canada) Ltd., and means, with respect to any other Person, any Subsidiary which is a significant subsidiary within the meaning of Section 1.02(v) of Regulation S-X of the Securities and Exchange Commission.

"Subsidiary" means with respect to any Person, any corporation, association, partnership, or other business entity of which more than 50% of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote for the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person, by one or more other Subsidiaries of that Person or a combination thereof.

"Sunbeam" means Sunbeam Corporation, a Delaware corporation.

"Tax Claim" means a Claim entitled to priority under Section 507(a)(7) of the Code, if allowed.

"Tax Notes" means the notes issued by the Debtors in satisfaction of Tax Claims pursuant to the Modified Plan.

"Taxes" means any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed.

2. Terms of the Transaction. The sale by the Seller of all of its Assets on the Closing Date, including without limitation, by virtue of the sale of the capital stock of the Subsidiaries set forth on Schedule 2(a) hereto, the business, assets, properties and securities of its Subsidiaries described in (a), below, and the acquisition thereof by the Purchaser, and the assumption by the Purchaser of all of the Assumed Liabilities pursuant to (b), below, is based on the representations, warranties and agreements of Purchaser and Seller set forth herein, and is subject to the terms and conditions herein set forth.

(a) Transferred Assets. In consideration of (i) the assumption of the Assumed Liabilities by Purchaser, (ii) the satisfaction by Purchaser pursuant to the Modified Plan of the obligations of Seller and its Subsidiaries to their creditors and equity holders, including, through the issuance of New Common Stock (as defined in the Modified Plan) and Warrants (as defined in the Modified Plan) of Purchaser to the creditors and equity holders of Seller and its Subsidiaries and (iii) for other good and valuable consideration, the Seller hereby sells, conveys, transfers, assigns and delivers (actually or



constructively, including, without limitation, by delivery to the Distributing Agents for the Modified Plan) to Purchaser, and Purchaser hereby purchases, assumes, receives and accepts from Seller, all of Seller's right, title and interest under, in and to all of its Assets wherever situated, including without limitation the capital stock of the Subsidiaries set forth on Schedule 2(a) hereto; and

(b) Assumption of Liabilities. Seller hereby transfers or is causing to be transferred to the Purchaser, and Purchaser hereby assumes and undertakes to pay, perform and discharge the Assumed Liabilities including, without limitation, the liabilities and obligations set forth on Schedule 2(b) hereto. Purchaser acknowledges that it is the "Reorganized AI" described in the Modified Plan and has all of the obligations of the Reorganized AI set forth therein. In connection with Purchaser's assumption of the Assumed Liabilities, from and after the Closing Date, Purchaser shall have all defenses and counterclaims available to Debtors with respect to any Assumed Liability.

3. Representations, Warranties and Covenants of the Sellers. (a) As used in this Section 3 the terms "will not have" and "the transactions contemplated hereby" shall not be deemed to refer to (i) any sale or transfer by Purchaser of the Assets to O/S J.V., NMGM and/or SAHL or any other Person; (ii) any assumption of any of the Assumed Liabilities by O/S J.V., NMGM or SAHL or any other Person; or (iii) any financing

arrangement entered into by Purchaser or any of its Subsidiaries (including any Subsidiaries acquired by Purchaser pursuant to this Agreement).

(b) The Seller hereby represents, covenants and warrants to the Purchaser as follows:

(i) Organization and Powers.

Except as set forth on Schedule 3(i), Seller and each of its Subsidiaries as set forth on Schedule 2(a) hereto (except for any Inactive Subsidiaries set forth on such Schedule) and each other Significant Subsidiary of Seller is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. Seller and each Significant Subsidiary has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted, and in the case of Seller, to enter into the Agreement and to carry out the transactions contemplated hereby.

(ii) Good Standing.

Except as set forth in Schedule 3(ii) hereto, each Subsidiary set forth in Schedule 2(a) hereto (except for any Inactive Subsidiaries set forth on such Schedule) and each other Significant Subsidiary of Seller is in good standing and qualified to do business in every jurisdiction where its assets are located and wherever necessary to carry out its present business and operations, except where in the aggregate the

failure to be so qualified has not had and will not have a Material Adverse Effect.

(iii) Subsidiaries. (A) Sunbeam Corporation and Sunbeam Holdings, Inc. are the only Subsidiaries of Seller which are "significant subsidiaries" of Seller within the meaning of Section 1.02(v) of Regulation S-X of the Securities and Exchange Commission.

(B) Except as set forth on Schedule 3(iii) hereto, Seller, directly or indirectly, owns all of the issued and outstanding capital stock of the Subsidiaries (except for the Inactive Subsidiaries) free and clear of all Liens or encumbrances of any kind and all material claims or charges of any kind, and all of such capital stock is validly issued, fully paid and nonassessable.

(C) Except for Oster International GmbH, (1) each Inactive Subsidiary has assets with a book value of less than one million dollars and liabilities with a book value of less than one million dollars and (2) the Inactive Subsidiaries, collectively, have assets with a book value and, to the best of our knowledge, a fair market value of less than five million dollars and liabilities with a book value and, to the best of our knowledge, a fair market value of less than five million dollars; excluding in each case, intercompany receivables and payables and the 7 3/4% Swiss Franc Notes due 1988.



(iv) Rights to Acquire Stock. Except as set forth in Schedule 3(iv) hereto, there are no outstanding (a) securities convertible into or exchangeable for capital stock or other equity securities of any Subsidiary of Seller (other than the Inactive Subsidiaries); (b) options, warrants or other rights to purchase or subscribe to capital stock or other equity securities of any Subsidiary (other than the Inactive Subsidiaries) or securities convertible into or exchangeable for capital stock or other equity securities of any Subsidiary (other than the Inactive Subsidiaries); or (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance, sale or transfer to any Person of any capital stock or other equity securities of any Subsidiary (other than the Inactive Subsidiaries), any such convertible or exchangeable securities or any such options, warrants or rights.

(v) Authorization of Transaction. The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action by Seller, and such authorization remains in full force and effect.

(vi) No Conflict. Except as set forth on Schedule 3(vi)(a) hereto, the execution, delivery and performance by Seller of the Agreement and the consummation of the transactions contemplated hereby do not and will not (A) violate any

provision of law applicable to transactions of this type and to Seller or any Significant Subsidiary of Seller, the Certificate of Incorporation or Bylaws of Seller or any Significant Subsidiary of Seller or any order, judgment or decree of any court or other agency of government binding on Seller or any Significant Subsidiary of Seller, (B) in any material respect, conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Material Contracts of Seller or any Subsidiary (other than the Inactive Subsidiaries) identified on Schedule 3(vi)(b) hereto, which constitute the only Material Contracts of Seller and its Subsidiaries, (C) result in or require the creation or imposition of any material Lien upon any of the material properties or assets of Seller or any Significant Subsidiary; (D) require any approval of stockholders of Seller or its Subsidiaries (other than the "Inactive Subsidiaries") or any approval or consent of any Person under any Material Contract of Seller or any Subsidiary except for (I) the Bankruptcy Order and (II) such approvals or consents which have been obtained.

(vii) Governmental Consents. Except as set forth on Schedule 3(vii)(a) hereto, the execution, delivery and performance by Seller of the Agreement and the consummation of the transactions contemplated hereby do not and will not require, on the part of Seller, any registration with, consent or approval of, or notice to, or other action to, with or by,

any federal, state or other governmental authority or regulatory body. With respect to the making of Distributions pursuant to the Modified Plan and the transactions contemplated thereby, except as set forth on Schedule 3(vii)(b) all consents or approvals from or notices to or filings with any federal, state or other regulatory authorities required to be obtained by Seller or its Subsidiaries (other than the Inactive Subsidiaries) on or before the Closing Date have been accomplished in all material respects in compliance with all applicable laws and regulations.

(viii) Binding Obligation. The Agreement has been duly executed and delivered by Seller and is the legally valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and subject to the availability of equitable remedies.

(ix) Title to Properties. To the knowledge of Seller, upon consummation of the Agreement, Purchaser will have sufficient title or right to use all of the material Assets reasonably necessary for the conduct of the material businesses of Seller and its Subsidiaries (other than the Inactive Subsidiaries).

(x) Litigation; Adverse Facts. Except as set forth on Schedule 3(x) hereto and except for the Reorganization Cases,



there is no action, suit, proceeding, governmental arbitration or governmental investigation (whether or not purportedly on behalf of Seller or any Subsidiary) at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, pending or, to the knowledge of Seller, threatened against or affecting Seller or any Subsidiary or any property of Seller or any Subsidiary that has had, or Seller would expect to result in, any Material Adverse Effect or which would be expected to prevent or unduly delay the consummation of the transactions contemplated by the Modified Plan.

(xi) Payment of Taxes. Except as set forth on Schedule 3(xi) hereto, all tax returns and reports of Seller and each Subsidiary (except for the Inactive Subsidiaries) required to be filed by it with respect to the Assets have been timely filed, and all Taxes, assessments, fees and other governmental charges upon such Persons and upon their respective properties, assets, income and franchises which are due and payable have been paid. Except as set forth on Schedule 3(xi) hereto, Seller does not know of any tax assessment against Seller or any Subsidiary which has not been paid unless such assessment is being actively contested by such Person, in good faith and by appropriate proceedings, and such reserves or other appropriate provisions, if any, as shall be required in conformity with generally accepted accounting principles shall have been made or provided therefor.

(xii) Performance of Agreements. Except as set forth on Schedule 3(xii) hereto or for defaults created by reason of or by the Bankruptcy Cases (as defined in the Modified Plan) or executory contracts to be reinstated under the Modified Plan with respect to which there is a payment default which executory contracts are set forth on Schedule 3(xii), which existed on the day of the commencement of the relevant Bankruptcy Cases, neither Seller nor any Subsidiary (other than the Inactive Subsidiaries) is in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Material Contracts, and no conditions exist that, with the giving of notice or the lapse of time or both, would constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, would not have a Material Adverse Effect.

(xiii) Employee Benefit Plans.

A. Part 1 of Schedule 3(xiii) hereto lists all collective bargaining, consulting, retainer, employment and severance agreements involving irrevocable obligations of the Seller or any of its Significant Subsidiaries in excess of \$50,000 to which Seller or any of its Significant Subsidiaries is a party. Part 1 of Schedule 3(xiii) also lists (1) Pension Plans; (2) Multiemployer Plans; (3) ERISA Plans; (4) any profit-sharing, bonus, incentive, stock option, stock purchase, stock

appreciation right, pension, retirement, deferred compensation or health or welfare plan which is maintained for employees or former employees of Seller or any of its ERISA Affiliates or with respect to which any such entity may incur liability and (5) any plan agreement, arrangement or practice providing for "fringe benefits" or perquisites which is maintained for employees or former employees of Seller or any of its ERISA Affiliates or with respect to which any such entity may incur liability, including, without limitation, benefits relating to automobiles, dwellings, relocation or other allowances, clubs, vacation, child care, parenting, sabbatical, sick leave, medical, dental, hospitalization, life insurance or other types of insurance (hereinafter, all such plans being referred to collectively as "Employee Benefit Plans" and individually as an "Employee Benefit Plan").

B. Seller and each ERISA Affiliate is in substantial compliance with all provisions and requirements of ERISA with respect to each ERISA Plan. Seller and each of its Subsidiaries (other than the Inactive Subsidiaries) is in substantial compliance with all applicable laws and regulations of the relevant jurisdictions and any governmental or regulatory body with respect to each Foreign Benefit Plan. Except as set forth on Part 2 of Schedule 3(xiii) hereto or on Schedule 3(x) hereto, there are no material actions, suits or claims (other than routine claims for benefits) pending or threatened against



any Employee Benefit Plan or its assets, or against Seller, any of its Subsidiaries (other than the Inactive Subsidiaries) or any ERISA Affiliate in connection with any Employee Benefit Plan, and, to the knowledge of Seller and its Subsidiaries (other than the Inactive Subsidiaries), no facts exist which reasonably could give rise to any such actions, suits or claims that might have a Material Adverse Effect. Seller, each of its Subsidiaries (other than the Inactive Subsidiaries) and each ERISA Affiliate have performed in all material respects their obligations under each Employee Benefit Plan.

C. Except as set forth on Part 2 of Schedule 3(xiii), hereto, no ERISA Event or Foreign Benefit Plan Event has occurred as to which there is any unpaid liability of Seller, any of its Subsidiaries (other than the Inactive Subsidiaries), or any ERISA Affiliate. No ERISA Event or Foreign Benefit Plan Event is reasonably expected to occur that might have a Material Adverse Effect. Except as set forth on Part 3 of Schedule 3(xiii), annexed hereto, with respect to any Foreign Benefit Plan, neither Seller, nor any of its Subsidiaries, has an unfunded liability the present value of which as of the date hereof (determined on the basis of reasonable actuarial methods and assumptions which, to the extent applicable, are currently used with respect to such Foreign Benefit Plan) is in excess of U.S. \$100,000 (or the equivalent in another currency based upon the currency exchange

rate in effect as of the date hereof), including, without limitation, liability to any trust or other funding vehicle relating to any such Foreign Benefit Plan for accrued benefits (whether or not vested or otherwise subject to a risk of forfeiture), but excluding any employee bonuses or incentive pay in amounts consistent with past practices of Seller or any of its Subsidiaries which can reasonably be expected to become payable within one year from the date hereof.

(xiv) Certain Fees. No broker's or finder's fee or commission or success or transaction based investment banking or success or transaction based financial advisory fee or commission under any oral or written contract will be payable with respect to the consummation of the transactions contemplated by this Agreement.

(xv) Insurance. Seller and its Subsidiaries (other than the Inactive Subsidiaries) maintain insurance with respect to its properties and business and the properties and business of the Subsidiaries (other than the Inactive Subsidiaries), against loss or damage of the kinds believed by them to be customarily insured against by corporations of established reputation engaged in the same or similar business of such types and in such amounts as are believed by them to be customarily carried under similar circumstances by such other corporations.

Attached as Schedule 3(xv) hereto is a description of all policies of insurance that will be in effect as of the Closing Date for Seller and the Subsidiaries (other than the Inactive Subsidiaries).

(xvi) Seller shall have caused all of the directors and officers of the Subsidiaries listed on Schedule 3(xvi) to have resigned the directorships and officerships listed on such Schedule effective on the Effective Date.

4. Representations and Warranties of Purchaser.

(a) As used in this Section 4 the terms "will not have" and "the transactions contemplated hereby" shall not be deemed to refer to (i) any sale by Purchaser of the Assets to O/S J.V., NMGM and SAHL; (ii) any assumption of any of the Assumed Liabilities by O/S J.V., NMGM or SAHL; or (iii) any financing arrangement entered into by Purchaser or any of its Subsidiaries (including any Subsidiaries acquired by Purchaser pursuant to this Agreement).

(b) Purchaser represents and warrants to the Seller as follows:

(i) Corporate Organization; Etc. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and proposed to be conducted to enter into this Agreement and to



carry out the transactions contemplated hereby. Purchaser has not engaged in any business since its incorporation, other than in connection with the transactions contemplated by this Agreement. Purchaser has heretofore delivered to Seller true and complete copies of its charter and bylaws, as in effect on the date of the Agreement.

(ii) Authorization of Transaction. The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action Purchaser, and such authorization remains in full force and effect.

(iii) No Conflict. The execution and delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby do not and will not (A) violate any provisions of law applicable to transactions of this type and to Purchaser or any of its Subsidiaries, the Certificate of Incorporation or By-Laws of Purchaser, or any order, judgment or decree of any court or other agency of government binding on Purchaser or any of its Subsidiaries; (B) in any material respect conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contractual obligation of Purchaser or any of its Subsidiaries; (C) require any filing of a notice with the Federal Trade Commission or the Antitrust Division of the

Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976; or (D) require any approval of stockholders or any approval or consent of any Person under any contractual obligation of Purchaser except for (I) the Bankruptcy Order and (II) such approvals or consents which have been obtained.

(iv) Governmental Consents. Except as set forth on Schedule 4(iv) hereto, the execution, delivery and performance by Purchaser of the Agreement and the consummation of the transactions contemplated hereby do not and will not require, on the part of Purchaser, any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body. With respect to the making of Distributions pursuant to the Modified Plan and the transactions contemplated thereby, all consents or approvals from or notices to or filings with any federal, state or other regulatory authorities required to be obtained by Purchaser on or before the Closing Date have been accomplished in all material respects in compliance with all applicable laws and regulations.

(v) Binding Obligation. The Agreement has been duly executed and delivered by Purchaser and is the legally valid and binding obligation of Purchaser, enforceable against Purchaser

in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and subject to the availability of equitable remedies.

(vi) Investment Intent. The securities being purchased from Seller are being acquired by Purchaser for its own account for investment and not with a view to or for resale or distribution within the meaning of the Securities Act of 1933, as amended, and the rules and regulations thereunder.

5. Covenants. (a) Purchaser shall indemnify, defend and hold harmless each member of the Seller's Board of Directors, in their capacity as directors, from and against any and all costs (including reasonable attorney's fees and expenses and other court costs), expenses, damages and other liabilities, if any, for taxes, interest or penalties thereon incurred as a result of or arising from the structure of the transactions contemplated hereby as a purchase of assets.

(b) Purchaser shall prepare or cause to be prepared and file or cause to be filed tax returns for or with respect to the Seller and its Subsidiaries and their assets, operations or business and will pay or cause to be paid all taxes due with respect to those returns and shall cause the dissolution of the Seller under applicable state law.



(c) Each of the parties to this Agreement hereby agrees to do such further acts and things and promptly to execute and deliver such additional conveyances, assignments, agreements, documents and instruments as may be necessary in connection with this Agreement and the transactions contemplated hereby.

6. Actions at the Closing. At the closing of the transactions contemplated by this Agreement:

(a) Seller shall deliver or cause to be delivered to Purchaser the following (fully executed where appropriate) documents:

(i) A certificate, executed by an executive officer of Seller, dated the Closing Date, substantially in the form of Exhibit A hereto.

(ii) Certificates executed by an officer of Seller setting forth and certifying the resolutions of the Board of Directors of Seller which shall be in full force and effect, authorizing the execution and delivery of this Agreement and the transactions contemplated hereby and certifying the name and true signature of the officer of Seller signing this Agreement.

(iii) Certificates executed by an officer of each of the Subsidiaries (except for those set forth on Schedule 5(a)(iii)) certifying (a) the Certificate of Incorporation, (b) the By-Laws and (c) the officers and directors of such Subsidiary.

(iv) Stock certificates representing all issued and outstanding stock of each Subsidiary set forth on Schedule 2(a), duly endorsed for transfer to Purchaser or accompanied by stock powers duly executed in blank.

(v) A bill of sale for the Assets substantially in the form set forth in Exhibit B hereto.

(vi) Resignations of all directors and officers of each Subsidiary in accordance with Section 3(xvi) hereof.

(vii) Such other documents as may be reasonably necessary to effect the closing of the Agreement.

(b) Purchaser shall deliver, or cause to be delivered to Seller the following (fully executed where appropriate) documents:

(i) A certificate executed by an officer of Purchaser setting forth and certifying the resolutions of the Board of Directors of Purchaser, which shall be in full force and effect, and authorizing the execution and delivery of this Agreement and the transactions contemplated hereby;

(ii) An opinion of Murray, Devine & Co., Inc., in the form delivered to the financial institutions which are parties to the Credit Agreements (as defined below) that each of the

Purchaser, O/S J.V., NMGM and SAHL are, and after giving effect to the transactions contemplated in the Modified Plan, will be solvent (as defined in such Credit Agreements);

(iii) Assurances of Purchasers' assumption of obligations under the Stipulation and Modified Plan in the forms set forth in Exhibit C hereto; and

(iv) Such other documents as may be reasonably necessary to effect the closing of the transactions contemplated hereby as they are herein contemplated.

(v) The opinion of Shereff, Friedman, Hoffman & Goodman, delivered in connection with the execution and delivery of those certain Credit Agreements, dated the date hereof, to which Sunbeam and O/S J.V. are parties (the "Credit Agreements"), which opinion shall, by its terms, authorize Seller to rely on certain portions thereof.

7. Miscellaneous.

(a) Entire Agreement. As used herein the term "Agreement" shall mean this Agreement, the Exhibits hereto and the Schedules and certificates delivered in connection herewith. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements and understandings relating to the subject matter hereof, except for the Modified Plan and the Second Amended and Restated Stipulation of Settlement dated as of September 7, 1990 among counsel for the parties thereto.



(b) Exhibits: Schedules. All Exhibits and the Schedules to this Agreement shall be deemed to be incorporated hereir by reference and made a part hereof as if set out in full herein.

(c) Severability of Provisions. If any provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to Persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and be enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

(d) Number, Gender. Unless the context clearly states otherwise, the use of the singular or plural in this Agreement shall include the other and the use of any gender shall include all others.

(e) Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with, the laws of the State of New York.

(f) Binding Effect. All of the terms, provisions and conditions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto,

and their respective heirs, personal representatives, successors and assigns.

(g) Publicity. Neither Seller nor Purchaser shall make or issue, or cause or permit to be made or issued, any announcement or written statement concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other party. This provision shall not apply, however, to any announcement or written statement which in the reasonable opinion of counsel to Seller or Purchaser, as the case may be, is required to be made by law or the regulations of any federal or state governmental agency or any stock exchange, except that the party required to make such announcement shall, whenever practicable, consult with the other party concerning the timing and content of such announcement before such announcement is made.

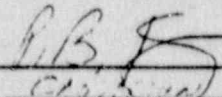
(h) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

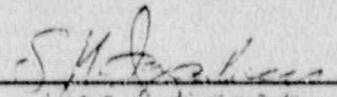
(j) Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person or corporation other than the parties hereto and their successors or assigns and all holders of claims against or interests in the Debtors (as such terms are defined in the Modified Plan), any rights or remedies under of by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SUNBEAM/OSTER COMPANY, INC.

By   
Title President  
("Purchaser")

ALLEGHENY INTERNATIONAL, INC.

By   
Title President  
("Seller")



SCHEDULE 1(i)

INACTIVE SUBSIDIARIES

Ireland

Scripto Industries (Shannon) Limited\*  
Scripto Industries (Ireland) Limited\*

Netherlands Antilles

Allegheny International Overseas Finance N.V.  
Allegheny Overseas Capital N.V.

Germany

Oster International GmbH  
Allegheny Metall GmbH\*

United Kingdom

Innovative Techniques Limited (formerly known  
as Wilkinson Limited)\*

Puerto Rico

Chemetron Corporation (Puerto Rico)  
NCG Puerto Rico, Inc.

Mexico

Prodon S.A. de C.V.

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\*In liquidation

Spain

Tube Turns de Espana, S.A.

Switzerland

Sunbeam A.G.\*

Hong Kong

Northern-Neco Limited  
Sunbeam Consumer Products (Far East) Ltd.

Netherlands

Sunbeam Nederland B.V.\*

Uruguay

Sunbeam (Uruguay) S.A.

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\*In liquidation

SCHEDULE 2(a)

Subsidiaries

Allegheny International (USA), Inc.  
AL-Industrial Products, Inc.  
Allegheny International Credit Corporation  
Allegheny International Exercise Co.  
A.I. Realty, Inc.  
A.I. Properties of New York, Inc.  
AI Development of Florida, Inc.  
AI Realty Dover New York, Inc.  
AI Realty Management of N.Y., Inc.  
AI Realty Marketing of N.Y., Inc.  
AIR of Dallas, Inc.  
Allegheny Briarcliff of SC, Inc.  
Allegheny Castle Ridge of Colorado, Inc.  
Vero Dunes Venturer, Inc.  
Allegheny International Realty of Florida, Inc.  
Allegheny International Realty of South Carolina, Inc.  
Allegheny International Realty of Texas, Inc.  
Allegheny Oaks of Florida, Inc.  
Allegheny Sherry Lane Management, Inc.  
Almet/Lawnlite of Delaware, Inc.  
Allegheny International Investment Management Co.  
Chemetron Corporation  
Flareco Enterprises, Inc.  
Infoswitch, Inc.  
New Bra-Con Industries, Inc.  
Sunbeam Corporation



**SCHEDULE 2(b)**

**Assumed Liabilities**

1. All Allowed Administrative Claims.
2. All Reinstated Claims, including the following:
  - (a) Reinstated Aetna Claims
  - (b) Reinstated AI Compensatory Damage Claims
  - (c) Reinstated Barclays Bank Claim
  - (d) Reinstated Cars & Concepts Claims
  - (e) Reinstated Continental Casualty Company Claims
  - (f) Reinstated Debt and Capital Leases
  - (g) Reinstated Disability Claims
  - (h) Reinstated Environmental Claims
  - (i) Reinstated Environmental Compliance Obligations
  - (j) Reinstated Intercompany Claims
  - (k) Reinstated Liberty Mutual Insurance Claims
  - (l) Reinstated Metropolitan Federal Claim
  - (m) Reinstated Pension Claims
  - (n) Reinstated Retiree Benefit Claims
  - (o) Reinstated Sunbeam Debentures
  - (p) Reinstated Surviving Spouse Benefit Claims
  - (q) Reinstated Textron Claims
  - (r) Reinstated Tort Claims
  - (s) Reinstated Welmoore Claims

(t) Reinstated Workers' Compensation Claims

3. All Product Liability Claims.
4. All Assumed Indemnity Claims.
5. All Paying Agent Fees.
6. All Taxes and all Tax Notes and Allowed Tax Claims of the Internal Revenue Service in accordance with the Modified Plan.

SCHEDULE 3(i)

ORGANIZATION AND POWERS

Sunbeam Holdings, Inc.

Delaware - Sunbeam Holdings, Inc. is not in good standing in Delaware because it has not yet paid \$4,283.70 in franchise taxes due for 1987, which relates to the pre-petition period.

On February 20, 1988, Seller and on February 20, 1988 and May 3, 1988, the other Debtors filed for relief under Chapter 11 of the Bankruptcy Code.

The Board of Directors of Seller has approved resolutions authorizing the dissolution of Seller, subject to court approval.



SCHEDULE 3(ii)

GOOD STANDING

Sunbeam Holdings, Inc.

Delaware - Sunbeam Holdings, Inc. is not in good standing in Delaware because it has not yet paid \$4,283.70 of franchise taxes due for 1987, which relates to the pre-petition period.

Sunbeam Corporation

Tennessee - Sunbeam Corporation is not in good standing in Tennessee because it has not yet paid franchise taxes for the years 1983-1987 and did not pay sales and use taxes for one month in 1988.

SCHEDULE 3(iii)

SHARES OF SUBSIDIARIES HELD BY  
THIRD PARTIES

<u>Subsidiary</u>	<u>Shareholder</u>	<u>Number of Shares</u>
Sunbeam Consumer Products (Far East) Ltd.	Anton Motz	1*
Northern-Neco Limited	Anton Motz	1*
Sunbeam del Peru, S.A.	Luis Mejia Panizo	87,359
Sunbeam del Peru, S.A.	Jorge Vega Velasco	1
Sunbeam del Peru, S.A.	Luis Mejia Panizo	83,544
Sunbeam del Peru, S.A.	Jorge Vega Velasco	1
Sunbeam del Peru .A.	Luis Mejia Panizo	61,965
Sunbeam del Peru, S.A.	Jorge Vega Velasco	1
Sunbeam del Peru, S.A.	Luis Mejia Panizo	167,323
Sunbeam del Peru, S.A.	Jorge Vega Velasco	2
Kaimona, Inc.	Donald J. Pjevach	450
	W. R. Saunders and M. M. Saunders	450
	A. A. Korangy and P. Korangy	2,775
The Wallingford Insurance Company Limited	Coles Diel	1**
	Joseph Wakefield	1**
	Samuel Iapalucci	1**
	Nicholas Dove	1**
	Adrian Lee-Emery	1**
	Anthony Munson	1**
True Temper de Venezuela, S.A.	Robert L. Doettling	1

\* Held in trust for Sunbeam Holdings, Inc.

\*\* Held in trust for Magnetics & Electronics, Inc.



## LIENS AND ENCUMBRANCES

1. Security Agreement, dated February 23, 1988, made by Sunbeam Corporation to Chemical Bank, as agent.
2. Order, dated March 17, 1988, authorizing debtors to obtain post-petition financing pursuant to 11 USC Section 364(c) (i) with super priority claim status and (ii) secured by liens on property of the estates, and any other liens arising under the United States Bankruptcy Code with respect to the reorganization of Debtors.
3. Amended and Restated Pledge Agreement, dated as of July 30, 1987, by and between Allegheny International, Inc. and Mellon Bank, N.A., as agent for the banks.
4. The sole shareholder of Allegheny International Investment Management Co. (i.e., the Seller) did not approve the amendment to the articles authorizing the creation of the Class B Common Stock. In 1985, the Board of the corporation purported to authorize the issuance of stock of this Class to Allegheny International Acceptance Corp. upon receipt of payment of \$300,000. Allegheny International Acceptance Corp. merged with the Seller in July 1987.
5. With respect to Allegheny Metall GmbH DM25,000 of the total capitalization of DM50,000 has been paid in. The remaining DM25,000 may be required to be paid if claims arise in connection with the pending liquidation of Allegheny Metall GmbH.
6. The Amalgamation Agreement dated February 1, 1981, between Sunbeam Corporation (Canada) Limited and John Zink Canada Limited provides that no share of the Amalgamated Corporation (Sunbeam Corporation (Canada) Limited) shall be transferred without the express consent of the directors of the Amalgamated Corporation expressed by the votes of a majority of the directors of the Amalgamated Corporation at a meeting of the board of directors, or an instrument or instruments in writing signed by a majority of the directors.



SCHEDULE 3(iv)

RIGHTS TO ACQUIRE STOCK

1. Security Agreement, dated February 23, 1988, made by Sunbeam Corporation to Chemical Bank, as agent.
2. Order, dated March 17, 1988, authorizing debtors to obtain post-petition financing pursuant to 11 USC Section 364(c)(i) with super priority claim status and (ii) and secured by liens on property of the estates and any other liens arising under the United States Bankruptcy Code with respect to the reorganization of the Debtors.
3. Amended and ~~Revised~~ Pledge Agreement, dated as of July 30, 1987, by and between Allegheny International, Inc. and Mellon Bank, N.A., as agent for the banks.
4. The Amalgamation Agreement dated February 1, 1981, between Sunbeam Corporation (Canada) Limited and John Zink Canada Limited provides that no share of the Amalgamated Corporation (Sunbeam Corporation (Canada) Limited) shall be transferred without the express consent of the directors of the Amalgamated Corporation expressed by the votes of a majority of the directors of the Amalgamated Corporation at a meeting of the board of directors, or an instrument or instruments in writing signed by a majority of the directors.

SCHEDULE 3(vi)(a)

MATERIAL CONTRACTS

ASSUMED DIVESTITURE AGREEMENTS

ALLEGHENY INTERNATIONAL, INC.

1. Sale of the Stock of Allegheny Ludlum Steel Corporation
  - a. Assignment, dated July 31, 1979, by Allegheny Ludlum Industries, Inc. to Allegheny Ludlum Steel Corporation.
  - b. Instrument of Assumption, dated July 31, 1979, by Allegheny Ludlum Steel Corporation in favor of Allegheny Ludlum Industries, Inc.
  - c. Agreement Regarding Unassignable Contracts, dated July 31, 1979, between Allegheny Ludlum Industries, Inc. and Allegheny Ludlum Steel Corporation.
  - d. Agreement, dated November 26, 1980, by and between Allegheny International, Inc. (formerly known as Allegheny Ludlum Industries, Inc.) ("Allegheny") and ALSCO Corporation, as amended.
  - e. Letter Agreement, dated December 26, 1980, among Allegheny, ALSCO Corporation and LSC Corporation.
  - f. Supplemental Instrument of Assignment and Assumption, dated December 26, 1980, between Allegheny and Allegheny Ludlum Steel Corporation.
  - g. Agreement of Limited Assumption, dated December 26, 1980, by and between Allegheny Ludlum Steel Corporation and Allegheny.
  - h. Indemnity Agreement, dated December 26, 1980, by and between LSC Corporation and Allegheny.
  - i. Letter Agreement, dated August 10, 1981, by and between Allegheny and Allegheny Ludlum Steel Corporation.



2. Sale of the Stock of Alloy Rods, Inc.

- a. Stock Purchase Agreement, dated as of December 28, 1984, by and among Allegheny, Chemetron Corporation and MLG&A Acquisition Corp.
- b. Assignment and Assumption Agreement, dated as of February 1, 1985, by and between Chemetron Corporation and Alloy Rods, Inc.

3. Sale of the Assets of Bally Engineered Structures, Inc. and The Bally Engineered Structures Division of Sunbeam Corporation (Canada) Limited

- a. Purchase Agreement, dated as of June 23, 1987, by and between Allegheny, Sunbeam Corporation (Canada) Limited ("Sunbeam Canada"), Bally Engineered Structures, Inc. (subsequently renamed Dagan, Inc. and merged into Temrac Company) ("Old Bally") and Bally Acquisition Corporation ("New Bally").
- b. Settlement and Amendment Agreement, dated as of November 13, 1987, by and among New Bally, Allegheny and Old Bally.
- c. Amended and Restated Escrow Agreement, dated as of November 1, 1987, by and among New Bally, Allegheny, Old Bally and Manufacturers Hanover Trust Company.
- d. Ground Lease, dated as of June 23, 1987, by and between Old Bally, Allegheny and New Bally.
- e. Assignment and Assumption Agreement, dated as of June 23, 1987, by and among Allegheny, Sunbeam Canada and New Bally.
- f. Substitution Agreement, dated as of June 23, 1987, by and among Old Bally, Allegheny, New Bally and Local No. 2130 of the International Brotherhood of Electrical Workers, AFL-CIO.

4. Sale of the Stock of Cardox Corporation

- a. Contract for the Sale of the Issued and Outstanding Capital Stock of Cardox Corporation, dated January 29, 1982, by and between Allegheny and LAI Properties, Inc. ("LAI"), as amended.
- b. Closing Agreement, dated March 31, 1982, by and between Allegheny and LAI.



- c. Indemnity Agreement, dated March 31, 1982, by and between Allegheny and LAI.
  
5. Sale of the Assets of Carmet Company and the Carmet Division of Sunbeam Corporation
  - a. Purchase Agreement, dated as of the 18th day of February, 1988, by and between Allegheny, Carmet Company ("Carmet"), the Carmet division of Sunbeam Corporation and Carmet Acquisition Corporation.
  - b. Instrument of Assumption, dated February 18, 1988, by Carmet Acquisition Corporation in favor of Allegheny, Carmet Division of Sunbeam Corporation and Carmet.
  - c. Environmental Letter Agreement, dated February 18, 1988, by and between Carmet Acquisition Corporation, Allegheny, Carmet and the Carmet division of Sunbeam Corporation.
  
6. Sale of the Assets of Chemetron Process Equipment, Inc.
  - a. Agreement, dated December 9, 1982, from Allegheny and Chemetron Investments, Inc. to AMCA International Corporation.
  - b. Indemnity Agreement, dated December 9, 1982, of Allegheny.
  
7. Sale of the Stock of Chemetron-Railway Products, Inc., True Temper Railway Appliances, Inc. and Allegheny Axle Company
  - a. Affiliate Purchase Agreement, dated as of April 15, 1987, by and between Eliskim, Inc. ("Eliskim"), Allegheny and Railway Acquisition Corporation ("Railway").
  - b. Closing Agreement, dated as of May 18, 1987, by and between Eliskim, Allegheny and Railway.
  
8. Sale of the Stock of F. W. Bell, Inc. and Continental Testing Laboratories, Inc.
  - a. Sale and Purchase Agreement, dated as of November 6, 1986, by and among Allegheny, The Arnold Engineering Co. ("Arnold") and Group Financial Partners, Inc. ("Group"), as amended.

9. Sale of the Stock of Illinois Water Treatment Company
  - a. Purchase Agreement, dated as of November 18, 1986, by and among Allegheny, Sunbeam Corporation ("Sunbeam"), Sunbeam Holdings, Inc. ("SHI") and Aluminum Company of America ("Alcoa").
  - b. Agreement, dated as of November 18, 1986, by and between Sunbeam, Allegheny and Alcoa with respect to the performance of Illinois Water Treatment ("IWT") pursuant to an Intercompany Agreement, dated as of June 1, 1976, by and between Sunbeam and IWT.
  
10. Sale of the Assets of the Industrial Gases Division of Chemetron Investments, Inc.
  - a. Contract for Sale of the Assets of the Industrial Gases Division of Chemetron Investments, Inc., dated as of June 5, 1978, by and between Chemetron Investments, Inc. (formerly known as Chemetron Corporation), Allegheny and Liquid Air Corporation of North America, as amended.
  
11. Sale of the Assets of the IPM Division of Thermco Systems, Inc.
  - a. Purchase Agreement, dated as of June 29, 1987, by and among Thermco Systems, Inc., Allegheny and Keystone Carbon Company.
  
12. Sale of the Assets of Jacobsen Manufacturing Company
  - a. Purchase Agreement, dated as of May 28, 1978, by and between Jacobsen Manufacturing Company (subsequently merged into Allegheny International (USA) Inc.) ("Jacobsen"), Allegheny and Textron, Inc.
  - b. Agreement of Assignment, Assumption, Consent and Release, dated as of May 28, 1978, by and among Jacobsen, Allegheny, Textron, Inc., the Mississippi Agricultural and Industrial Board and the City of Brookhaven.
  - c. Instrument of Assumption, dated June 2, 1978, by Textron, Inc. in favor of Jacobsen and Allegheny.
  - d. Agreement of Mutual Release and Settlement, dated December 31, 1978, by and between Textron, Inc., and Allegheny.



13. Sale of the Stock of John Zink Company, John Zink S.A.R.L., John Zink S.R.L., John Zink Benelux, B.V., John Zink Europe S.A., John Zink Company Limited, John Zink GmbH and the Assets of the John Zink Division of Sunbeam Corporation (Canada) Limited
  - a. Purchase Agreement, dated June 19, 1987, by and between Allegheny, Sunbeam Holdings, Inc., Sunbeam Corporation (Canada) Limited, Thermco Systems, Inc., Bally Engineered Structures, Inc. (subsequently renamed Dagan, Inc. and merged into Temrac Company), Sunbeam Intercontinental Ltd., Allegheny International Holdings, Inc., Environmental Holdings, Inc. and Lone Star Technologies, Inc., as amended.
  
14. Sale of the Stock of Kennedy Company and Kennedy International Limited
  - a. Amendment Agreement, dated as of September 23, 1987, by and among Allegheny, Sunbeam Holdings, Inc., Allegheny International Holdings, Inc. and Shugart Corporation.
  
15. Sale of the Assets of the Pigments Division of Chemetron Investments, Inc.
  - a. Purchase Agreement, dated November 17, 1978, by and among BASF Wyandotte Corporation, Chemetron Investments, Inc. and Allegheny, as amended.
  - b. Assumption Agreement, dated as of March 23, 1979, among BASF Wyandotte Corporation, Chemetron Investments, Inc. and Allegheny.
  
16. Sale of the Assets of Precision Products, Inc.
  - a. Purchase Agreement, dated as of March 25, 1986, by and between Precision Products, Inc. and Precision Products of Tennessee, Inc., as amended.
  - b. Guaranty, dated April 3, 1986, by Allegheny to Precision Products of Tennessee, Inc.
  
17. Sale of the Stock of Special Metals Corporation
  - a. Asset Acquisition Agreement and Plan of Reorganization, dated as of December 19, 1983, among Allegheny, Al-Industrial Products, Inc., Special Metals Corporation,



The Cyprus Corporation and Cyprus Superalloys Corporation.

- b. Agreement of Settlement and Compromise, dated as of May 14, 1987, among Allegheny, Al-Industrial Products, Inc., Astrotech International Corporation and Special Metals Corporation.
- c. Mutual Release, dated August 27, 1987, among Allegheny, Al-Industrial Products, Inc., Astrotech International Corporation and Special Metals Corporation.

SUNBEAM CORPORATION

1. Sale of Sunbeam Commercial Companies

- a. Agreement for Purchase and Sale of Assets, dated October 21, 1982, by and among Welmoore Industries, Inc., Sunbeam Corporation, Sunbeam Holdings, Inc., The Frymaster Corporation, Mile High Equipment Company, Schaefer Corporation and Belshaw Bros., Inc.
- b. Instrument of Assumption, dated October 21, 1982, by Welmoore Industries, Inc.
- c. Purchase Agreement, dated October 21, 1982, by and between Mile High Equipment Company and Welbilt Corporation.
- d. Agreement of Assumption, dated October 21, 1982, by Welbilt Corporation.
- e. Assignment and Assumption Agreement, dated October 21, 1982, by Schaefer Corporation, Sunbeam Corporation and Welbilt Corporation.

2. Sale of Aircap Division and Sunbeam Outdoor Manufacturing Division

- a. Agreement of Purchase and Sale of Assets, dated as of August 12, 1983, by and between Sunbeam Corporation and Wesray Lawn and Garden Equipment, Inc., as amended.

3. Sale of Bennett-Ireland, Inc.

- a. Purchase Agreement, dated November 9, 1983, by and between Bennett-Ireland, Inc., Mr. John T. Hunter,

Sunbeam Corporation and Thermco Products Corporation, as amended.

- b. Instrument of Assumption, dated November 9, 1983, by Bennett-Ireland, Inc.

4. Sale of Hurst Performance, Inc.

- a. Purchase Agreement, dated August 13, 1982, by and between C&C, Inc. and Hurst Performance, Inc., as guaranteed by Cars & Concepts, Inc. and Sunbeam Corporation, as amended.

SUNBEAM HOLDINGS, INC.

1. Sale of Sunbeam Pacific Companies

- a. Share Sale Agreement, dated March 25, 1987, by and between Sunbeam Electric (Holdings) Limited, Sunbeam Holdings, Inc., Berrow Pty. Limited, Chantaine Securities Limited, Reil Corporation and Sunbeam Corporation.
- b. Second Share Sale Agreement, dated March 25, 1981, by and between Sunbeam Electric (Holdings) Limited, Sunbeam Holdings, Inc. and Chantaine Securities Limited.

2. Sale of Thermco Systems, Inc.

- a. Purchase Agreement, dated as of November 9, 1988, by and among Sunbeam Holdings, Inc., Sunbeam Electric (Holdings) Ltd., Thermco Systems, Inc., Gryphon Products, Inc., Silicon Valley Group, Inc., Anicon, Inc., SVG Europe, Ltd., SVG Halbleiter Anlagen GmbH and SVG International Service, as amended.
- b. Indemnity Escrow Agreement, dated as of December 15, 1988, by and among Sunbeam Holdings, Inc., Sunbeam Electric (Holdings) Ltd., Thermco Systems, Inc., Gryphon Products, Inc., SVG Europe, Ltd., Anicon, Inc., SVG International Service, Silicon Valley Group, Inc., SVG Halbleiter Anlagen GmbH and Pittsburgh National Bank.



LOAN AGREEMENTS

1. Indenture, dated as of February 15, 1967, between Sunbeam and The First National Bank of Chicago, as Trustee, for 5-1/2% Sinking Fund Debentures due August 15, 1992.
2. Village of Wheeling, Illinois, Industrial Development Revenue Bond (Sunbeam Corporation Project), Series A (due 2003).
  - a. Loan Agreement, dated as of July 1, 1978, by and between the Village of Wheeling, Illinois and Sunbeam.
  - b. Indenture of Trust, dated as of July 1, 1978, of the Village of Wheeling, Illinois to Harris Trust and Savings Bank, as trustee.
3. Clarke County, Mississippi, Industrial Development Revenue Bond (Sunbeam Corporation Project), Series 1982 (due 1994).
  - a. Lease Agreement, dated as of May 1, 1982, between Clarke County, Mississippi and Sunbeam.
  - b. Guaranty Agreement, dated as of May 1, 1982, between Sunbeam and Third National Bank in Nashville, as trustee.
  - c. Indenture of Trust, dated as of May 1, 1982, of Clarke County, Mississippi to Third National Bank in Nashville, as trustee.
4. City of Hattiesburg, Mississippi, Industrial Development Revenue Bond, Series 1973 (Neco Electrical Products Project) (due 1998).
  - a. Contract and Lease Agreement, dated as of October 1, 1973, between the City of Hattiesburg, Mississippi and Neco Electrical Products Corporation.
  - b. Guaranty Agreement, dated as of October 1, 1973, between Sunbeam and Commerce Union Bank, as trustee.
  - c. Trust Indenture, dated as of October 1, 1973, between the City of Hattiesburg, Mississippi and Commerce Union Bank, as trustee.



5. City of Hattiesburg, Mississippi Industrial Revenue Bond (Sunbeam Corporation Project), Series 1981 (due 1991).
  - a. Lease Agreement, dated as of November 1, 1981, between the City of Hattiesburg, Mississippi and Sunbeam.
  - b. Guaranty Agreement, dated as of November 1, 1981, between Sunbeam and First National Bank of Jackson, as trustee.
  - c. Indenture of Trust, dated as of November 1, 1981, of the City of Hattiesburg, Mississippi to First National Bank of Jackson, as trustee.
6. City of Cookeville, Tennessee Industrial Development Revenue Bond, Series 1978 (Sunbeam Corporation Project) (due 2008).
  - a. Lease Agreement, dated as of April 1, 1978, by and between the City of Cookeville, Tennessee and Sunbeam.
  - b. Guaranty Agreement, dated as of April 1, 1978, between Sunbeam and First Tennessee Bank N.A. Memphis, as trustee.
  - c. Indenture of Trust, dated as of April 1, 1978, of the City of Cookeville, Tennessee to First Tennessee Bank N.A. Memphis, as trustee.
7. Credit Facility, dated March 19, 1980, by and between The Royal Bank of Canada and Sunbeam Corporation (Canada) Limited.
8. 8% Schaefer Corporation (now known as Holdings) Industrial Development Revenue Bonds due 1994 issued by City of Madison, Alabama supported by mortgage and lease of facilities in Madison, Alabama, assigned to and assumed by Welbilt Corporation.
9. 6-1/4% Allegheny Ludlum Industries, Inc. Pollution Control Revenue Bonds, 1977 Series A, due 2007, issued by the Industrial Development Authority of Allegheny County, Pennsylvania, assigned to and assumed by Allegheny Ludlum Steel Corporation.
10. 6.3% Allegheny Ludlum Industries, Inc. Industrial Development Revenue Bonds, due 2007 issued by Claremore Industrial Authority, Claremore, Oklahoma, assigned to and assumed by Allegheny Ludlum Steel Corporation.

11. 6% Allegheny Ludlum Industries, Inc. Industrial Development Revenue Bonds, Series A, due 1998, issued by the Industrial Development Authority of Allegheny County, Pennsylvania, assigned to and assumed by Allegheny Ludlum Steel Corporation.
12. 7.2% Allegheny Ludlum Industries, Inc. Pollution Control Revenue Bonds Series A, due 2003, issued by the Industrial Development Authority of Allegheny County, Pennsylvania, assigned to and assumed by Allegheny Ludlum Steel Corporation.
13. 7.2% Allegheny International, Inc. Industrial Development Revenue Bonds, due 1991, issued by the Industrial Development Authority of County of Tazewell, Virginia, assigned to and assumed by H.P. Hunnicutt.
14. 7.2% Chemetron Corporation Industrial Development Revenue Bonds due 2004, issued by the Supervisors of the County of Madison, Mississippi, assigned to and assumed by LAI Properties, Inc.



OTHER

1. Debtor's Joint Stock Plan of Reorganization, dated December 29, 1989, as amended.
2. Settlement Agreement, dated as of April 20, 1990, among Allegheny International, Inc., Sunbeam Corporation, Almet/Lawnlite, Inc., Sunbeam Holdings, Inc., Chemetron Corporation, Allegheny International (USA), Inc., Eliskim, Inc., Chemetron Investments, Inc., Woodshaft, Inc., Al-Industrial Products, Inc., Integrated Specialties, Inc., Allegheny International Credit Corporation, AIR of Dallas, Inc., AIR Realty of Houston, Inc., Allegheny Sherry Lane Management, Inc., Infoswitch, Inc., Allegheny International Exercise Co., Liberty Mutual Insurance Company and Liberty Mutual Fire Insurance Company.
3. Stipulation, dated November 14, 1989, for Resolution of Proofs of Claim of AMCA International Corporation and for Assumption of Executory Contracts and For Transfer of Property.
4. Settlement Agreement, dated as of June 25, 1990, by and among Allegheny International, Inc., Chemetron Corporation, Chemetron Investments, Inc., Figgie International, Inc. and Chemetronics Caribe, Inc.
5. License Agreement, dated December 30, 1985, between Sunbeam Holdings, Inc. and Sunbeam Corporation (Canada) Limited regarding patents and technology.
6. License Agreement, dated June 10, 1985, between Sunbeam Corporation and Sunbeam Mexicana S.A. de C.V. involving patents and technology.
7.
  - a. Loan and Security Agreement, dated August 28, 1984, by and between Columbia Portland Cement Company and Allegheny International Credit Corporation.
  - b. Demand Note, dated August 28, 1984, from Columbia Portland Cement Company to Allegheny International Credit Corporation.
  - c. Demand Note, dated April 1, 1985, from Columbia Portland Cement Company to Allegheny International Credit Corporation.



8. a. Loan and Security Agreement - Term Loan, dated August 28, 1984, by and between Columbia Portland Cement Company and Allegheny International Credit Corporation, as amended.
- b. Promissory Note - Term Loan, dated August 28, 1984, by Columbia Portland Cement Company to Allegheny International Credit Corporation.
- c. Mortgage, dated August 28, 1984, by Columbia Portland Cement Company to Allegheny International Credit Corporation.
- d. Affidavit, dated October 25, 1984, of Allegheny International Credit Corporation regarding mortgage.
- e. Corrective Mortgage, dated August 28, 1984, by Columbia Portland Cement Company to Allegheny International Credit Corporation.
- f. Corporate Guaranty Agreement, dated August 28, 1984, by SME Limestone, Inc. to Allegheny International Credit Corporation.
- g. Corporate Guaranty Agreement, dated August 28, 1984, by Standard Machine & Equipment Company to Allegheny International Credit Corporation.
- h. Corporate Guaranty Agreement, dated August 28, 1984, by SME Cement, Inc. to Allegheny International Credit Company.
- i. Agreement of Guaranty and Suretyship, dated August 28, 1984, by Frank V. Carlow and Michael P. Carlow to Allegheny International Credit Corporation.
- j. Participation Agreement, dated December 24, 1986, by and between Ford Equipment Leasing Company and Allegheny International Credit Corporation.
- k. Participation Agreement, dated December 21, 1987, by and between Ford Equipment Leasing Company and Allegheny International Credit Corporation.
- l. Letter, dated February 15, 1989, from Ford Equipment Leasing Company to Allegheny International Credit Corporation.
9. Offer to Purchase, dated June 25, 1990, by and among DCI Marketing, Inc., Sunbeam Corporation, as debtor-in-possession, and Sunbeam Corporation, a pre-petition entity, as amended on August 7, 1990, as amended.

10. Contract of Sale, dated as of October 2, 1989, between The Pied-A-Terre Company and Sheldon Blittner, as amended on March 27, 1990. Mr. Blittner breached the obligation to close on July 12, 1990 and The Pied-A-Terre Company has filed a complaint with the United States Bankruptcy Court for the Western District of Pennsylvania requesting that the Court authorize it to retain the deposit and declare the contract of sale, as amended, to have terminated. Mr. Blittner may contest this complaint.
11. Agreement, dated October 21, 1971, between Welland Vale Division of Allegheny International Canada Ltd. and Portec Ltd., as amended.
12. Master Lease, dated March 11, 1988, by and between Comdisco, Inc. and Almet/Lawnlite, Inc.
13.
  - a. Loan and Security Agreement - Real Estate, dated February 21, 1985, by and between George B. Popp Family Trust, Trust B, and Allegheny International Credit Corporation
  - b. Promissory Note Term Loan, dated February 21, 1985, from George B. Popp Family Trust, Trust B, to Allegheny International Credit Corporation
  - c. Lease No. 0068, dated May 30, 1985, by and between Biznet, The Business Network Corporation, Rittenberg Company Limited and George B. Popp Family Trust, as co-lessees, and Allegheny International Credit Corporation, together with schedule of collateral
  - d. Lease No. 0065, dated April 29, 1985, by and between Biznet, the Business Network Corporation, Rittenberg Company Limited and George B. Popp Family Trust B and Allegheny International Credit Corporation
14.
  - a. Loan and Security Agreement, dated February 20, 1985, by and between Porta-John Corporation, Enzymes of America, Inc., Porta-John Corporation of Connecticut and Allegheny International Credit Corporation
  - b. Demand Note, dated February 20, 1985, from Enzymes of America, Inc., Porta-John Corporation and Porta-John Corporation of Connecticut to Allegheny International Credit Corporation
  - c. Agreement of Guaranty and Suretyship, dated February 20, 1985, by Earl J. Braxton and JoAnn Braxton to Allegheny International Credit Corporation



- d. Subordination Agreement, dated February 20, 1985, by and among Porta-John Corporation, Enzymes of America, Inc., Porta-John Corporation of Connecticut, Earl J. Braxton, JoAnn Braxton and Allegheny International Credit Corporation
- e. Lease, dated February 20, 1985, by and between Enzymes of America, Inc., Porta-John Corporation, Porta-John Corporation of Connecticut, as Lessees, and Allegheny International Credit Corporation
- 15. a. Loan and Security Agreement - Term Loan, dated January 27, 1983, by and between Angelo J. and Virginia G. Noce and Allegheny International Credit Corporation, as amended
- b. Capital Stock Pledge Agreement, dated December 15, 1983, from Angelo J. Noce to Allegheny International Credit Corporation
- 16. Remcor, Inc. Services Agreement No. 88746PR, by and between Remcor, Inc. and Eliskim, Inc. (This agreement has not been executed by Eliskim, Inc. and may not be binding.)
- 17. Remcor, Inc. Services Agreement No. 88747PR, dated November 11, 1988, between Remcor, Inc. and Woodshaft, Inc. relating to post-closure care at Amory, Mississippi (This agreement has not been executed by Woodshaft, Inc. and may not be binding.)
- 18. Remcor, Inc. Services Agreement No. 88785PR, dated November 14, 1988, by and between Remcor, Inc. and Woodshaft, Inc. relating to groundwater monitoring at Amory, Mississippi
- 19. Remcor, Inc. Services Agreement No. 89013, dated November 20, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to general consulting services (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
- 20. Remcor, Inc. Services Agreement No. 89033, dated November 20, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to the Harvard Avenue McGean remediation (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
- 21. Remcor, Inc. Services Agreement No. 89034, dated December 7, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to the Bert Avenue McGean remediation (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)



22. Remcor, Inc. Services Agreement No. 89066PR, dated March 3, 1989, by and between Remcor, Inc. and Eliskim, Inc. relating to the groundwater corrective action at Anderson, South Carolina
23. Remcor, Inc. Services Agreement No. 89126PR, dated May 1, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to the Port Hope, Ontario matter (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
24. Remcor, Inc. Services Agreement No. 89138, dated December 7, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to the Reedsville, Pennsylvania remediation (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
25. Remcor, Inc. Services Agreement No. 89171PR, dated June 7, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to the air stripper at the Bally, Pennsylvania remediation site (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
26. Remcor, Inc. Services Agreement No. 89334, dated November 20, 1989, by and between Allegheny International, Inc. and Remcor, Inc. with respect to the workplan refinements at the Bert Avenue McGean site (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
27. Remcor, Inc. Services Agreement No. 89374, dated December 7, 1989, by and between Remcor, Inc. and Allegheny International, Inc. relating to the design of a groundwater pre-treatment unit at Anderson, South Carolina (This agreement has not been executed by Eliskim, Inc. and may not be binding.)
28. Remcor, Inc. Services Agreement No. 89377PR, dated October 20, 1989, between Remcor, Inc. and Allegheny International, Inc. relating to post-closure care at the Amoly, South Carolina facility (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
29. Indemnity Agreement (Divested Operations), dated July 1, 1988, by and between National Union Fire Insurance Company of Pittsburgh, PA and Allegheny International, Inc.

30. Aggregate Addendum AGS 1000 596, dated July 22, 1988, to Indemnity Agreement between National Union Fire Insurance Company of Pittsburgh, PA/Birmingham Fire Insurance Company of Pennsylvania/American Home Assurance Company, subsidiaries of American International Group, Inc., and Allegheny International, Inc.
31. Renewal Addendum to Indemnity Agreement, dated July 1, 1989, by and between National Union Fire Insurance Company of Pittsburgh, PA/Birmingham Fire Insurance Company of Pennsylvania/American Home Assurance Company/Landmark Insurance Company, subsidiaries of American International Group, Inc., and Allegheny International, Inc.
32. Remcor, Inc. Services Agreement No. 89376PR, dated April 3, 1990, between Remcor, Inc. and Allegheny International, Inc.
33. Motor Vehicle Lease Agreement, dated June 1, 1988, by and between Donlen Corporation and Allegheny International, Inc.
34. Equipment Lease Agreement, dated July 24, 1981, between Donlen Leasing Corporation and Allegheny International, Inc.
35. Equipment Lease Agreement, dated January 1, 1983, between Donlen Leasing Corporation and Bally Case & Cooler, Inc.
36. Re-Insurance Agreement, dated April 1, 1980, between Continental Casualty Company and Wallingford Insurance Company Ltd., as amended
37. Re-Insurance Agreement, dated April 1, 1981, between Continental Casualty Company and Wallingford Insurance Company Ltd., as amended
38. Administrative Services Agreement, effective May 1, 1980, by and between Allegheny International, Inc. and Metropolitan Life Insurance Company, as amended
39. Agreement for Guarantee of Deductible Reimbursement, dated June 29, 1987, by and between Liberty Mutual Insurance Company and Allegheny International, Inc.
40. Agreement for Premium Payments, dated June 29, 1987, by and between Liberty Mutual Insurance Company and Allegheny International, Inc.
41. Claim Service Contract No. 3803, dated July 24, 1990, by and between Crawford and Company and Allegheny International, Inc.

42. Purchase and Distributorship Agreement, dated January 19, 1990, by and between Northern Electric Company division of Sunbeam Corporation and Prism Technologies, Inc.
43. Truck Lease and Service Agreement, dated December 19, 1986, between Reliable Industries, Inc. and Northern Electric Company
44. Agreement, dated as of August 28, 1985, between Advanced Sleep Products (formerly known as Monterey Manufacturing Company) and Sunbeam Corporation, as amended.
45. Contract, dated August 16, 1990 between Industrial Finishing Systems, Inc. and Sunbeam Leisure Products Company division of Sunbeam Corporation
46. Key Man Life Insurance Policy No. 3,782,319-2, with The Manufacturers Life Insurance Company relating to G. K. Hilton
47.
  - a. Consent Decree of Allegheny International, Inc. in the matter of Securities and Exchange Commission v. Allegheny International, Inc.
  - b. Final Judgment of Permanent Injunction and Other Equitable Relief as to Allegheny International, Inc. in Securities and Exchange Commission v. Allegheny International, Inc.
48.
  - a. Agreement of Limited Partnership, dated as of October 31, 1983, among James H. Knowles, Jr., Thomas W. Courtney, TVF Partners and Albert C. Muse, as amended on February 28, 1984, May 18, 1984, January 1, 1987, November 11, 1988, November 11, 1988 and November 11, 1988
49.
  - a. Castle Ridge Joint Venture Agreement, dated October 15, 1982, between Castle Ridge I, Ltd. and Allegheny Castle Ridge of Colorado, Inc.
  - b. Transfer of Joint Interest in Castle Ridge Joint Venture, dated August 23, 1988, by and among Castle Ridge I, Ltd. and Allegheny Castle Ridge of Colorado, Inc.
  - c. Termination Agreement, dated as of August 23, 1988, among Allegheny Castle Ridge of Colorado, Inc., Allegheny International, Inc., Castle Pine Land Company, Castle Ridge Development Corporation, Impact Development Corporate and Castle Ridge I, Ltd. and Castle Ridge Joint Venture.



- d. Release, dated August 29, 1988, between Allegheny Castle Ridge of Colorado, Inc. and Castle Ridge Joint Venture.
- e. Release, dated August 23, 1988, between Sterling Corporation and Impact Development Corporation.
- f. Mutual Release, dated August 23, 1988, between Castle Ridge Joint Venture, Richard A. Block, Allegheny Castle Ridge of Colorado, Inc., Castle Ridge I, Ltd., Hamill Homes, Inc. and Patrick H. Hamill.
- g. First Amended and Restated Joint Venture Agreement of Castle Ridge Joint Venture, effective as of November 26, 1984, between Castle Ridge I, Ltd. and Allegheny Castle Ridge of Colorado, Inc.
- h. Supplemental Agreement, dated May 22, 1986, among Allegheny Castle Ridge of Colorado, Inc., Allegheny International Realty Development Corporation, Castle Pines Land Company, Castle Ridge Development Corporation, Castle Ridge I, Ltd., Castle Ridge Joint Venture and PMBH, Inc.
- i. Development Agreement, dated October 1, 1985, between Castle Ridge Joint Venture and Allegheny Castle Ridge of Colorado, Inc.
- 50. a. Limited Partnership Agreement, effective as of November 7, 1979, between Mackle Development Corporation and Kaimona, Inc.
- b. Amendment to Limited Partnership Agreement of Vero Dunes, Ltd., dated April 29, 1985, between Kaimona, Inc. and Mackle Development Corporation.
- 51. a. Memorandum of Joint Venture, dated April 30, 1982, among Justice, Inc., Justice Builders, Inc., Allegheny International Realty Development Corporation and AI Development of Florida, Inc.
- b. Amendment to Memorandum of Joint Venture, dated December 19, 1984, by and among Justice, Inc., Justice Builders, Inc., Allegheny International Realty Development Corporation and AI Development of Florida, Inc.
- c. Justice of Indian River Joint Venture Agreement, dated as of April 30, 1982, by and among Justice, Inc., Justice Builders, Inc., Allegheny International Realty Development Corporation and AI Development of Florida, Inc.

- d. First Amendment to Justice of Indian River Joint Venture Agreement, dated June 25, 1982, among Justice, Inc., Justice Builders, Inc., Allegheny International Realty Development Corporation and AI Development of Florida, Inc.
- 52. a. Amendment to the Agreement of Limited Partnership of The Pied-A-Terre Company, dated as of September 1, 1983, among AI Properties of New York, Inc., Allegheny International Realty Development Corporation and AI Realty Dover of New York, Inc.
  - b. Second Amendment to the Agreement of Limited Partnership of The Pied-A-Terre Company, dated as of December 23, 1983, among AI Properties of New York, Inc., Allegheny International Realty Development Corporation and AI Realty Dover of New York, Inc.
- 53. Agreement Containing Consent Order to Cease and Desist, dated September 4, 1985, between the Federal Trade Commission and Sunbeam Corporation.
  - 54. Remcor, Inc. Services Agreement No. 89467, dated December 29, 1989 between Remcor, Inc. and Allegheny International, Inc. (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
  - 55. Remcor, Inc. Services Agreement No. 89333, dated November 20, 1989 between Remcor, Inc. and Allegheny International, Inc. (This agreement has not been executed by Allegheny International, Inc. and may not be binding.)
  - 56. Letter Proposal and Contract No. 89033PR, dated May 10, 1989 between Allegheny International, Inc. and Remcor, Inc.
  - 57. Motor Vehicle Lease Agreement, dated June 1, 1988, between Donlen Corporation and Sunbeam Corporation.
  - 58. Motor Vehicle Lease Agreement, dated June 1, 1988, between Donlen Corporation and Almet/Lawnlite, Inc.

REAL ESTATE LEASES

Almet/Lawnlite, Inc.

- a. Lease Agreement, dated June 30, 1985, by and between Deppe Enterprises, Inc. and Almet/Lawnlite, Inc., as guaranteed by Allegheny International, Inc.
- b. Lease, dated September 30, 1985, between Gay Products, Inc. and Almet/Lawnlite, Inc., as amended (Nacogdoches, TX)

Sunbeam Corporation (Canada) Ltd.

- a. Lease, dated April 5, 1988, by and between A. Mantella & Sons Ltd., Sunbeam Corporation (Canada) Ltd. and 1040 Islington Avenue Holdings Limited

Northern Electric Company Division of Sunbeam Corporation

- a. Contract and Lease Agreement, dated as of October 1, 1973, by and between the City of Hattiesburg, Mississippi and NECO Electrical Products Corporation

Springfield Instrument Company Division of Sunbeam Corporation

- a. Lease, dated December 19, 1985, between Curtiss-Wright/Marquette, Inc. and Springfield Instrument Company Division of Sunbeam Corporation

Hanson Scale Company Division of Sunbeam Corporation

- a. Lease Agreement, dated as of May 1, 1982, between Clark County, Mississippi and Sunbeam Corporation

Oster Housewares Division of Sunbeam Corporation

- a. Lease Agreement, dated as of April 1, 1978, by and between the City of Cookeville, Tennessee and Sunbeam Corporation

Sunbeam Housewares Division of Sunbeam Corporation

- a. Net Lease, dated February 28, 1981, between Sunbeam Corporation and ELCA Enterprises, Inc.



- b. Lease Assumption and Assignment Agreement, dated July 1, 1985, between Sunbeam Appliance Company division of John Zink Company and Mid-America Distribution Centers, Inc. and ELCA Enterprise, Inc.
- c. Sublease, dated July 1, 1985, by and between Mid-America Distribution Centers, Inc. and Sunbeam Appliance Company
- d. Handling Agreement, dated July 1, 1985, by and between Mid-America Distribution Centers, Inc. and Sunbeam Appliance Company

Oster International (UK) Ltd.

- a. Lease between Pilkington Commercial Property Limited and Oster International (UK) Limited and Sunbeam Corporation

Guaranty

- a. Guaranty Agreement, dated September 30, 1985, between Gay Products, Inc. and Allegheny International, Inc. with respect to Lease identified under "Almet/Lawnlite, Item b" above.

KEY MAN CORPORATE LOAN PROGRAM

C. A. Sweeney

- a. Promissory Note, dated December 18, 1980, of Clayton A. Sweeney to Allegheny International, Inc. in the original principal amount of \$1,025,000
- b. Promissory Note, dated December 18, 1981, of Clayton A. Sweeney to Allegheny International, Inc. in the original principal amount of \$183,500
- c. Promissory Note, dated August 6, 1982, of Clayton A. Sweeney to Allegheny International, Inc. in the original principal amount of \$362,440
- d. Promissory Note, dated February 24, 1983, of Clayton A. Sweeney to Allegheny International, Inc. in the original principal amount of \$105,000
- e. Promissory Note, dated February 28, 1984, of Clayton A. Sweeney to Allegheny International, Inc. in the original principal amount of \$236,610

G. K. Hilton

- a. Promissory Note, dated December 30, 1980, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$400,000
- b. Promissory Note, dated January 16, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$100,000
- c. Promissory Note, dated April 30, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$150,000
- d. Promissory Note, dated June 10, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$30,000
- e. Promissory Note, dated July 1, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$50,000
- f. Promissory Note, dated July 15, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$270,000

- g. Promissory Note, dated September 3, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$100,000
- h. Promissory Note, dated November 20, 1981, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$150,000
- i. Promissory Note, dated August 6, 1982, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$374,816
- k. Promissory Note, dated October 28, 1983, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$186,368
- l. Promissory Note, dated March 9, 1984, of G. K. Hilton to Allegheny International, Inc. in the original principal amount of \$325,000

Robert J. Buckley

- a. Promissory Note, dated December 5, 1980, of Robert J. Buckley to Allegheny International, Inc. in the original principal amount of \$1,620,000
- b. Promissory Note, dated March 6, 1981, of Robert J. Buckley to Allegheny International, Inc. in the original principal amount of \$180,000
- c. Promissory Note, dated December 29, 1981, of Robert J. Buckley to Allegheny International, Inc. in the original principal amount of \$450,000
- d. Promissory Note, dated August 6, 1982, of Robert J. Buckley to Allegheny International, Inc. in the original principal amount of \$671,840

Alan H. Anderson

- a. Promissory Note, dated January 7, 1981, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$281,900
- b. Promissory Note, dated January 8, 1981, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$218,100



- c. Promissory Note, dated July 1, 1981, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$75,000
- d. Promissory Note, dated February 1, 1982, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$115,000
- e. Promissory Note, dated August 6, 1982, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$206,856
- f. Promissory Note, dated May 5, 1983, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$65,620
- g. Promissory Note, dated February 28, 1984, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$44,524
- h. Promissory Note, dated March 1, 1984, of Alan H. Anderson to Allegheny International, Inc. in the original principal amount of \$125,000

NOTES

1. Promissory Note, dated August 14, 1990, by Sunbeam Corporation to Sunbeam Corporation (Canada) Limited in the original principal amount of US\$5,000,000.
2. 12% Junior Subordinated Promissory Note, dated June 23, 1987, by Bally Acquisition Corporation to Bally Engineered Structures, Inc. (now known as Temrac Company, Inc.) in the original principal amount of \$1,600,000.
3. Participation Agreement, dated February 12, 1988, between Pittsburgh National Bank and Allegheny International, Inc.
4. a. Note, dated January 6, 1981, of Pennsylvania Forge Corporation to Allegheny Machine & Forging Corporation in the original principal amount of \$3,443,451. This note is fully reserved.  
b. Note, dated March 31, 1982, of Pennsylvania Forge Realty Co. to Chemetron Corporation in the original principal amount of \$124,522. This note is fully reserved.  
c. Letter Agreement, dated March 31, 1982, among Allegheny Machine & Forging Corporation, Pennsylvania Forge Corporation and Northeastern Industrial Park, Inc.

ENVIRONMENTAL MATTERS

Reedsville, Pennsylvania

- a. Settlement Agreement, dated November 15, 1989, by and among Allegheny International, Inc., FlareCo Enterprises, Inc., Astra Holdings PLC, Astra Holdings Corporation, Kilgore Corporation and Sunbeam Corporation.
- b. Escrow Agreement, dated January 25, 1990, by and among Sovran Bank, N.A., Astra Holdings Corporation and FlareCo Enterprises, Inc.

Port Hope, Ontario

- a. Indenture, dated September 26, 1968, by and between the Corporation of the Town of Port Hope and Holland-Suco Color of Canada Limited (predecessor in interest to Allegheny International Canada Limited).

Newburgh Heights, Ohio

- a. Consent Decree, dated May 9, 1984, between Chemetron Corporation and McGean-Rohco, Inc.
- b. United States Nuclear Regulatory Commission Materials License of Chemetron Corporation, License No. SUB-1357.

Bally, Pennsylvania

- a. Administrative Order by Consent, dated January 28, 1987, between Bally Engineered Structures, Inc. (predecessor in interest to Temrac Company, Inc.) and the United States Environmental Protection Agency.
- b. Consent Decree among the United States of America, Temrac Company, Inc. and Allegheny International, Inc. (executed by Temrac Company, Inc. and Allegheny International, Inc. and forwarded to the U.S. EPA for signature).

Amory, Mississippi

- a. Agreement, dated January 20, 1989, between Emhart Industries, Inc. and Woodshaft, Inc.
- b. Operating Agreement - Amory, dated December 19, 1985, between USM Corporation and True Temper Sports (now known as Woodshaft, Inc.).



- c. Right-of-Way for Sewer Transmission Line, dated August 28, 1989, between Woodshaft, Inc. and True Temper Sports a Division of Black & Decker Corporation.
- d. Agreement, dated December 30, 1988, between Amory Cotton Oil Company and Woodshaft, Inc.
- e. Woodshaft, Inc. Inspection and Maintenance Agreement, effective June 16, 1989, between Woodshaft, Inc. and True Temper Sports.
- f. Agreed Order No. 1588-89, dated May 30, 1989, between the Mississippi Commission on Natural Resources and Woodshaft, Inc.
- g. Administrative Order No. 1549-89, dated March 27, 1989, by Mississippi Commission on Natural Resources.
- h. Standby Trust Fund Agreement, dated as of May \_\_\_\_, 1990, by and among Woodshaft, Inc., Deposit Guarantee National Bank, Jackson, Mississippi and the Mississippi Department of Environmental Quality (executed by Woodshaft, Inc. and forwarded to the Mississippi DEQ for signature).

Liquid Disposal Site, Utica, Michigan

- a. Consent Decree with De Minimis Parties relating to United States of America v. A. N. Reitzloff Co., et al.

Anderson, South Carolina

- a. Settlement Agreement by and between Eliskim, Inc. and the U.S. Environmental Protection Agency.
- b. Consent Order, dated March 8, 1990, between the South Carolina Board of Health and Environmental Control and Eliskim, Inc. This relates to the Anderson, South Carolina site.

Summit National Liquid Services, Deerfield, Ohio

- a. Administrative Order on Consent - De Minimis Settlement in the Matter of Summit National Liquid Services, Deerfield, Ohio

QuVoe Chemical Industries, Inc., Schiller Park, Illinois

- a. Partial Consent Decree between the plaintiff and certain defendants in People of the State of Illinois v. QuVoe Chemical Industries, Inc., et al.

Lynwood Regional Justice Center, Los Angeles, California

- a. Agreement, dated April 23, 1990, between the County of Los Angeles and Allgheny International, Inc. regarding the matter at the Lynwood Regional Justice Center.

Livonia, Michigan

- a. Agreement of Sale, dated July 31, 1989, between New Bra-Con Industries, Inc. and Joseph Parker and Paul R. Allen.
- b. Escrow Agreement, dated December 29, 1989, among New Bra-Con Industries, Inc., Joseph Parker and Paul Allen, Comerica Bank - Detroit and Commonwealth Land Title Insurance Company.

INSURANCE COVERAGES

I. Property

- A. Fire and Extended Coverage  
(Includes Boiler & Machinery)  
Industrial Risk Insurers  
Policy No. 31-3-52031  
\$25,000 deductible per occurrence  
Policy Period: January 1, 1990 to January 1, 1991
- Boiler and Machinery (Texas)  
Travelers Indemnity Company  
Policy No. EEBMC-932G757790TRI  
\$40,000,000 limit  
Deductible: \$10,000  
Policy Period: January 1, 1990 to January 1, 1991
- B. Business Interruption  
Industrial Risk Insurers  
Policy No. 31-3-52393  
\$25,000 deductible per occurrence  
Policy Period: January 1, 1990 to January 1, 1991
- C. Manufacturer's Output Policy  
Wm. H. McGee  
Policy No. SCIP 807009 and ECIP 803855  
\$10,000 deductible per occurrence for property at fixed  
locations/\$5,000 deductible per occurrence for  
property in due course of transit  
\$10,000 limit per occurrence  
Policy Period: January 1, 1990 to January 1, 1991
- Excess Manufacturer's Output Policy  
Home Insurance Company  
Policy No. TR-316440  
\$5,000,000 X/S of \$10,000,000  
\$10,000,000 deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991
- Excess Manufacturer's Output Policy  
Mutual Marine Office Midwest, Inc./Utica  
Policy No. MMMW 38940  
\$5,000,000 X/S \$15,000,000  
\$15,000,000 deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991



Excess Manufacturer's Output Policy  
Commonwealth of Vancouver  
Policy No. CWMP 3891  
\$10,000,000 excess of \$20,000,000  
\$10,000,000 part of \$20,000,000 deductible applicable  
in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

- D. Difference in Condition  
Wm. H. McGee  
Policy No. EITF 799894 and SITF 802710  
\$250,000 deductible for flood  
5% of values at any one location, minimum \$500,000  
deductible for earthquake  
\$25,000 deductible per occurrence except for flood and  
earthquake  
\$10,000,000 limit per occurrence  
Policy Period: January 1, 1990 to January 1, 1991

Excess Difference in Condition  
Home Insurance Company  
Policy No. TR 316365  
\$5,000,000 excess of \$10,000,000 deductible applicable  
in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

Excess Difference in Condition  
Mutual Marine Office Midwest, Inc.  
Policy No. MMMW 88939  
\$5,000,000 part of \$10,000,000 excess of \$15,000,000  
deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

Excess Difference in Condition  
Commonwealth Insurance Co., Vancouver, BC  
Policy No. CWMP-3890  
\$5,000,000 part of \$10,000,000 excess of \$15,000,000  
deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

- E. Mortgage Impairment  
Wm. H. McGee & Co.  
Policy No. OCMF-821623  
Limits: Impaired - \$13,280,574  
Foreclosed - \$1,376,262  
Owned - \$2,693,463  
Deductibles: \$50,000 - Impaired; \$50,000 - All Other  
\$100,000 as respects Springs, Texas  
Policy Period: January 1, 1990 to January 1, 1991

Springs, Texas: Industrial Insurance Co. of Hawaii  
Policy No. 2440342107  
Limit: \$6,000,000  
Deductible: \$100,000  
Policy Period: January 1, 1990 to January 1, 1991

F. Ocean Cargo and War Risk  
Fireman's Fund Insurance Co.  
Policy No. OP-16254, WR16254  
Liability Limit: \$5,000,000 - Excepting: \$1,000,000  
any one barge or \$3,000,000 any one tow (except as  
connecting conveyance) in protected inland waters; or  
\$1,000,000 any one barge or tow (except as connecting  
conveyance) in unprotected waters  
Policy Period: March 20, 1986 until cancelled

G. Nuclear Energy Liability  
NELPIA  
Policy No. NS310  
\$10,000,000 limit of liability  
Policy Period: January 1, 1976 until cancelled

## II. Casualty

A. Worker's Compensation - Statutory Limits  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy Nos. RMWC (TBA) (CA)  
RMWC 4195128 (LA)  
RMWC 4195129 (AZ, MD & OR)  
RMWC 4195127 (TX)  
RMWC 4195126 (All but AZ, CA, MD, OR, LA,  
TX & monopolistic fund  
states)

Birmingham Fire Insurance  
Policy No. RMWC 4195129 (AZ, OR & MD)  
Loss Limit: Statutory  
Employer's Liability - \$2,000,000 per occurrence and  
annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

Landmark Insurance Co.  
Policy No. RMWC 4195128 (LA)  
Loss Limit: Statutory  
Employer's Liability - \$2,000,000 per occurrence and  
annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

Workers Compensation - Biddeford Textile  
Commercial Union Insurance Co.  
Policy No. CM0616381  
Loss Limit: Statutory  
Policy Period: February 1, 1990 to  
September 22, 1990

B. 1. ACTIVE

Comprehensive General Liability (United States)  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy No. RMGL 2496540 and No. RMGLTX 2496542  
\$1,500,000 per occurrence/\$7,000,000 annual  
aggregate limit  
Self-Insured Retention  
\$500,000 per occurrence/\$500,000 annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

Comprehensive General Liability (Canada)  
American Home Assurance Co.  
Policy No. RMGLA 2495913  
\$1,500,000 per occurrence/\$7,000,000 annual  
aggregate limit (included in U.S. limits)  
Self-Insured Retention  
\$500,000 per occurrence/\$500,000 annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

2. INACTIVE

Comprehensive General Liability (United States)  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy No. RMGLCM (TBA)  
\$1,000,000 per occurrence/\$7,000,000 annual  
aggregate limit  
Self-Insured Retention  
\$1,000,000 per occurrence/\$1,000,000 annual  
aggregate limit  
Policy Period: July 1, 1990 to July 1, 1991

C. Automobile Liability  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy Nos. RMCA 5629426  
RMBATX 5629428  
\$2,000,000 limit per occurrence  
Policy Period: July 1, 1990 to July 1, 1991

Automobile Liability (Canada)  
American Home Assurance  
Policy No. RMEA 2046064  
\$2,000,000 limit per occurrence  
Policy Period: July 1, 1990 to July 1, 1991



D. Umbrella Liability  
Various London and American Carriers  
\$100,000,000 limit per claim and annual aggregate  
excess of National Union outlined under A, B and C  
above  
Policy Period: July 1, 1990 to July 1, 1991

E. Travel Accident - covers accidental death or injury to  
salaried employees while travelling on company  
business.

American International Group Life Insurance Company  
Policy No. GTP 8034286

Benefits:

Employees earning less than \$ 25,000	\$ 75,000
Employees earning less than \$ 50,000	\$150,000
Employees earning less than \$100,000	\$300,000
Employees earning more than \$100,001	\$500,000

Policy Period: January 1, 1990 to January 1, 1991

F. Fidelity - Employee Dishonesty

National Union Fire Insurance Company  
Policy No. 363-8631

\$10,000,000 - employee dishonesty  
\$10,000,000 - forgery  
\$10,000,000 - transit coverage

Deductible - \$750,000 (except for credit card forgery  
which has \$5,000 deductible)

Policy Period: July 15, 1990 to July 15, 1991

G. Pension Trust Liability and Directors' and Officers'  
National Union Fire Insurance Co. of Pittsburgh, PA  
Pension Limit of Liability  
Policy No. 352-88-03  
\$10,000,000 limits/\$75,000 deductible

1. Directors' and Officers' Limit of Liability  
\$15,000,000 each year/\$1,000,000 deductible  
Policy Period: August 1, 1989 to June 1, 1991

2. \$5,000,000 Limit of Liability  
Excess of Primary \$15,000,000 for acts occurring  
and reported post June 1, 1990  
Policy Period: June 1, 1990 to June 1, 1991

- H. Non-Owned Aircraft Liability  
 USAIG  
 Policy No. 360AC-179537  
 \$20,000,000 - Combined BI/PD each occurrence  
 \$3,000 - Medical payments each person  
 Policy Period: May 15, 1990 to May 15, 1991
- I. Hangerkeepers Liability  
 USAIG  
 Policy No. ALO-13449  
 \$10,000,000 each occurrence  
 Policy Period: May 15, 1990 to May 15, 1991
- J. Aircraft Products Liability  
 National Union Fire Insurance Company of Pittsburgh, PA  
 Policy No. AP5388846  
 \$100,000,000 each occurrence and annual aggregate  
 Policy Period: September 1, 1989 to September 1, 1990

III. Worldwide Master Policies

- A. Property Damage and Business Interruption  
 Fidelity and Casualty Insurance Company  
 Policy Period: November 30, 1989.90  
 All Risk - Subject to exclusions as per previously  
 submitted policy form  
 \$10,000,000 per occurrence with a \$10,000,000 per  
 occurrence limit for the peril of earthquake in Japan  
 and Mexico  
 Deductible: \$10,000 per occurrence for manufacturing  
 locations with PD/BI combined values of \$10,000,000  
 or greater
1. Local insurance policies renewed at following  
 values on November 30, 1989 and reinsured by master  
 underwriter or locally licensed underwriters:

<u>Country</u>	<u>Subsidiary</u>	<u>P.D.</u> <u>(U.S. \$)</u>	<u>B.I.</u> <u>(U.S. \$)</u>	<u>Total</u> <u>(U.S. \$)</u>
Germany	Oster	\$ 4,240,860	\$ 1,631,100	\$ 5,871,960
Hong Kong	Sunbeam	335,446	792,704	1,128,150
Mexico	Sunbeam	23,129,846	13,038,857	36,168,703
	Northern Elec.	4,150,000	0	4,150,000
	Apar. Acuna	5,040,000	560,000	5,600,000
Peru	Sunbeam	3,213,928	3,000,000	6,213,928
U.K.	Oster	2,614,105	1,186,125	3,827,230
	North. Blanket	7,379,279	9,489,000	16,868,279
Venezuela	Oster	5,110,550	5,443,330	10,553,880
	TOTALS	\$55,241,014	\$35,141,116	\$90,382,130

B. Casualty

Comprehensive General and Automobile Liability

Fidelity and Casualty Insurance Company

Policy No. L2453974

Policy Period: November 30, 1989/90

Description of Risk: Inclusion of an Engineering and  
Architect E&O exclusion; revised Sudden and Accident  
Pollution; only \$1,000,000 in Excess/DIC coverage to  
U.K. operation's losses.

Fidelity and Casualty Insurance Company

Policy No. LX 188130

Policy Period: November 30, 1990/91

\$1,000,000 X/S \$1,000,000 each occurrence



SURETY BONDS

<u>COMPANY</u>	<u>BOND DESCRIPTION</u>	<u>BOND NUMBER</u>	<u>EFFECTIVE DATES</u>	
			<u>FROM</u>	<u>TO</u>
Allegheny Int'l Gen. Term/Customs 301				
AI	Maintenance Bond (Ajax Forging & Casting)	80376358	07/02/88	07/02/93
Activity I	AI	118812385	08/05/88	Cont.
	Almet/Lawlite	118812396	08/05/88	Cont.
	Sunbeam Corp.	118812411	08/05/88	Cont.
	Sunbeam Intercontinental	118812422	08/05/88	Cont.
Activity II	Northern Elec., Div. Sunbeam Corp.	248801906	08/05/88	Cont.
	Sunbeam Intercontinental	528812266	08/05/88	Cont.
Activity III	Oster, Div. Sunbeam Corp.	118812433	08/05/88	Cont.
Almet/Lawlite	Notary - IN - V. E. Sudbury	400HT4644	06/04/88	06/04/92
	Notary - IN - J. M. Schroeder	400HT4647	06/30/88	06/30/92
Northern Electric	Interstate Motor Fuel User - Kansas	265 5580	04/14/90	04/14/92
	Motor Carrier Tax - AZ	2646994	12/26/86	12/26/92
Oster	Guarantee Payment of Utilities - Cookeville	2655266	03/11/87	03/11/91
	Interstate Motor Carrier Alabama	08-09-00	04/18/90	Cont.
	Highway Use - Kentucky	KD 3162394	09/01/89	09/01/90
	Fuel Users - Arkansas	08-08-51	01/01/90	Cont.
	Tax - Fuel - Tennessee	08-08-52	01/10/90	Cont.
	Tax - Motor Fuel/Diesel Fuel Imported - OK	08-08-99	04/18/90	Cont.
	Tax - Motor Fuel/Special Fuel - MC	2646992	01/27/87	01/27/93
	Tax - Motor Fuel - MS	2655582	04/20/90	04/20/93

<u>COMPANY</u>	<u>BOND DESCRIPTION</u>	<u>BOND NUMBER</u>	<u>EFFECTIVE DATES</u>	
			<u>FROM</u>	<u>TO</u>
	Tax - Motor Carrier - PA	2646991	01/01/87	01/01/93
	Special Fuels Tax - LA	2655267	03/19/87	03/19/91
Springfield Instrument	Security Deposit - Curtiss Wright	2955268	03/01/86	03/01/96
Sunbeam Appliance	Notary - IL - Retha Hodge	2646925	02/05/87	02/05/91
Sunbeam Leisure	Tax - Highway Motor Fuel Users - KY	2647019	01/06/90	01/06/93
	Tax - Interstate Motor Fuel User - KS	2646990	01/01/90	01/01/93

LETTERS OF CREDIT

<u>L.C. No.</u>	<u>Company</u>	<u>Rel. Date</u>	<u>Exp. Date</u>	<u>Outstanding Amount</u>
G-249195	Sunbeam	7/06/88	6/30/91	\$12,100,000
G-262340	Sunbeam	6/30/89	6/30/91	2,147,400
G-258983	Sunbeam	3/20/89	9/30/91	2,509,000
G-246800	Sunbeam	5/13/88	11/30/91	1,000,000
G-265032	Almet/Lawmlite	10/31/89	9/30/90	1,250,000
G-108313	Oster	4/19/90	10/31/90	1,147,019.49
G-272935	Sunbeam Housewares	7/20/90	12/31/90	1,000,000

DRS20/7



Intellectual Property License Agreements

1. License Agreement dated July 1, 1980 from Fritz Eisenauer GmbH and Co. KG to Sunbeam Corporation granting a license to a patent and to use technology relating to a process for making sheathed heating elements.
2. License Agreement dated June 30, 1988 from Pure Air Products U.S. Corp. to Northern Electric Company granting a license to patent on a furnace register humidifier.
3. License Agreement dated December 30, 1981 from Rule Industries, Inc. to Sunbeam Mexicana S.A. de C.V. granting a license to trademarks and technology relating to the manufacture and sale of rack saw blades.
4. License Agreement dated December 15, 1988 from United Feature Syndicate granting a license to Springfield Instrument Company to market clocks and thermometers using GARFIELD character.
5. License Agreement dated July 31, 1988 from The Walt Disney Company granting a license to Springfield Instrument Company to market thermometers and barometers including various Disney cartoon characters.
6. License Agreement dated April 5, 1990 from The Walt Disney Company granting a license to Springfield Instrument Company to market thermometers and clocks including the Dick Tracy trademark.
7. License Agreement dated February 3, 1989 from The Walt Disney Company granting a license to Hansen Scale Company to market scales including various Disney cartoon characters.
8. Trademark License Agreement dated May, 1990 under which Sunbeam Corporation licenses the Ace Clipper Co. (PTY.) Ltd. to use the CSTER trademark on hand operated hair clippers in South Africa.
9. Patent License Agreement dated January 1, 1988 under which Sunbeam Corporation licenses Hamilton Beach, Inc. under two electronic pressing iron patents.
10. Patent License Agreement dated November 21, 1988 under which Sunbeam Corporation licenses Masanushita Electric Industrial Co. Ltd. under two electronic pressing iron patents.

Intellectual Property License Agreements

11. Intellectual Property Agreement dated March 21, 1987 between Sunbeam Corporation and Sunbeam Corporation Limited (Australia) granting cross licenses under certain patents and technology at the time of the sale of Sunbeam Corporation Limited.
12. Letter Agreement dated January 11, 1990 between Oster Sunbeam Appliance Company and Sunbeam Corporation Limited (Australia) regarding technology exchange and patent and technology licensing.

Collective Bargaining Agreements

	<u>Union Name</u>	<u>Expiration Date</u>
<u>Alber/Lawlitz</u>		
Portland, TN	United Steelworkers Local 6804	8/31/91
Baraboo, WI	United Furniture Workers Local 800	9/30/90
Werron, CA	United Furniture Workers Local 1010	7/24/92
<u>Springfield Instruments</u>		
Wood-Ridge, NJ	Teamsters Union Local 102	12/31/92
<u>Welland Vale</u>		
Quebec	United Steelworkers Local 6950	8/31/92
<u>Northern Electric</u>		
Matamoros, MX	Sindicato de Jornaleros y Obreros	1/1/92
<u>Northern Blankets (U.K.)</u>		
	General and Municipal Workers Union (No complete formalized document)	Renewed annually, Mid-May
	Associated Technical and and Managerial Staff	Renewed annually, Mid-March
<u>Biddeford Textile</u>		
Biddeford, ME	Amalgamated Clothing & Textile Workers Local 1856	5/2/90



	<u>Union Name</u>	<u>Expiration Date</u>
<u>Solaray</u>		
Brantford, Canada	Canadian Textile & Chemical Union	9/30/90
<u>Sunbeam Canada</u>		
Toronto, Canada	United Electrical Radio & Machine Work Local 566	3/31/91
<u>Oster</u>		
Acuna, Mexico	C.T.M.	1/1/91
<u>Sunbeam Mexicana</u>		
Tlalnepantla, Mexico	C.T.M.	1/15/91
<u>Oster de Venezuela</u>		
Caracas, Venezuela	Sindicato Unico de Trabajadores De Empresas Venezolanas De Artefactos Electricos Domesticos Y Sus Similares Del Estado Lara	8/13/90
<u>Sunbeam Del Peru</u>		
Lima, Peru	Sindicato de Obreros de la Ensambladora Sunbeam Del Peru, S.A.	8/15/90

Springfield Instrument Company, Division of Sunbeam Corporation Profit Sharing Plan

Oster, Division of Sunbeam Corporation Employees' Profit Sharing Plan

Sunbeam Corporation Profit Sharing Plan for its Sunbeam Leisure Products Division

Pension Plan for Employees of Sunbeam Corporation

Northern Electric Company Division of Sunbeam Corporation Profit Sharing Plan

Sunbeam Corporation Profit Sharing Plan for its Hanson Scale Company Division

Thermco Systems, Inc. Employees' Pension Plan Surviving Spouse's Benefit Plan for Salaried Employees of True Temper Corporation.

Pension Plan for Salaried Employees of Allegheny International, Inc.

Savings and Investment Plan for Allegheny International, Inc. and Member Companies

Pension Plan for Salaried and Hourly Employees of Kennedy Company

Allegheny International, Inc. Salaried and Hourly Consolidated Retirement Plan

Surviving Spouse's Benefit Plan for Salaried Employees of Allegheny International, Inc.

Surviving Spouse's Benefit Plan for Salaried Pensioners who Retired from the Former Bar Products Division of Allegheny International, Inc.

Allegheny International, Inc. Severance Pay Plan

Group Health and Welfare Plan for Allegheny International, Inc. and Member Companies (includes Metropolitan-AI contract for administrative services).

Sunbeam Leisure Products Company Group Insurance Plan

Hanson Scale Company Health and Dental Insurance Plan

Northern Electric Company Group Hospitalization Plan

Sunbeam Corporation (Canada) Ltd. Pension Plan for Hourly Paid Employees

Sunbeam Corporation (Canada) Ltd. Salaried Employees' Retirement Plan

Extended Healthcare and Dental Plan (Sunbeam Canada)



TERMINATED PLANS/ANNUITY PURCHASES

<u>PLAN NAME</u>	<u>INSURER</u>	<u>CONTRACT #</u>	<u>DATE OF TERMINATION</u>	<u>DATE OF ANNUITY PURCHASE/ FIRST PAYMENT</u>
1. Chemetron Corporation Contributory Retirement Plan	Metropolitan Life Insurance Co.	GAC 3739	10/31/81	11/1/81
2. Chemetron Corporation Retirement Plan for Salaried and Non-Bargaining Unit Employees	Metropolitan Life Insurance Co.	GAC 3739	10/31/81	11/1/81
3. Tube Turns Division of Chemetron Corporation Contributory Retirement Plan	Metropolitan Life Insurance Co.	GAC 3739	10/31/81	11/1/81
4. Cardox Division of Chemetron Corporation Contributory Retirement Plan	Connecticut General Life Insurance Company	CR 4583	6/30/82	11/1/82
5. Pension Plan for Salaried and Non-Bargaining Unit Employees of the Cardox Division of Chemetron Corporation	Connecticut General Life Insurance Company	CR 4583	6/30/82	11/1/82
6. Chemetron Process Equipment, Inc. Contributory Retirement Plan	Connecticut General Life Insurance Company	CR-4635	4/30/84	9/1/84
7. Pension Plan for Salaried and Non-Bargaining Unit Employees of Chemetron Process Equipment, Inc.	Connecticut General Life Insurance Company	CR-4634	4/30/84	9/1/84
8. Pension Plan for Salaried Employees of Special Metals Corporation	Massachusetts Mutual Life Insurance Company	TF 4222	3/15/85	2/1/85
9. Pension Plan for Salaried and Non-Bargaining Unit Employees of Alloy Rods, Inc.	Connecticut General Life Insurance Company	CR-4650* CR-4654*	5/3/85	6/1/85
10. Pension Plan for Salaried and Non-Bargaining Unit Employees of Tube Turns, Inc.	Sun Life Assurance Company of Canada	GAC#50265	7/15/86	7/14/86/ 9/1/86

\* retirees at 6/1/85

\*\* dv's at 6/1/85

<u>PLAN NAME</u>	<u>INSURER</u>	<u>CONTRACT #</u>	<u>DATE OF TERMINATION</u>	<u>DATE OF ANNUITY PURCHASE/ FIRST PAYMENT</u>
11. Pension Plan for Salaried and Hourly Wage Employees of the John Zink Company	Continental Assurance Company (hourly retirees)	GP-8610-000	6/30/87 4/1/89-FBCC	6/1/89
	Canada Life Insurance Company (all other participants)	P47091		6/1/89/ 8/1/89
12. Pension Plan for Salaried and Hourly Employees of Kennedy Company	Principal Financial Group	CA 89788 (Hourly)	9/23/87 4/1/90-PBCC	2/9/90/ 5/1/90
		CA 89789 (Salaried)		

ALR/prlh/5  
ALR/d50/0921



SCHEDULE 3(vi)(b)

No Conflict

We have assumed that a Material Contract that simply has a provision prohibiting or limiting assignment or transfer does not apply unless the Person whose actions are prohibited or limited is itself actually and directly transferring or assigning the Material Contract under the Agreement, without having retained counsel in the jurisdiction whose laws might govern the Material Contract in question.

A. The following contracts prohibit assignment.

1. Contract for Sale of the Assets of the Industrial Gases Division of Chemetron Investments, Inc., dated as of June 5, 1978.
2. Indemnity Escrow Agreement, dated as of December 15, 1988, by and among Sunbeam Holdings, Inc., Sunbeam Electric (Holdings) Ltd., Thermco Systems, Inc., Gryphon Products, Inc., SVG Europe, Ltd., Anicon, Inc., SVG International Services, Silicon Valley Group, Inc., SVG Halbleiter Anlagen GmbH, and Pittsburgh National Bank.
3. American International Group Life Insurance Company, Policy No. GTP-8034286.
4. Asset Acquisition Agreement and Plan of Reorganization, dated as of December 19, 1983, among Allegheny International, Inc., AI-Industrial Products, Inc., Special Metals Corporation, The Cyprus Corporation, and Cyprus Superalloys Corporation.
5. Contract for Sale of the Issued and Outstanding Capital Stock of Cardox Corporation, dated January 29, 1982, by and between Allegheny International, Inc. and LAI Properties, Inc.



B. The following contracts allow assignment on the condition that prior consent of the opposing party be granted:

1. Consent Order dated September 29, 1989, between Eliskim, Inc., and South Carolina Department of Health and Environmental Control.
2. Trivest Venture Fund, Agreement of Limited Partnership, dated October 31, 1983 (consent required unless transfer is pursuant to sale of the assets or merger, consolidation, or dissolution of any Limited Partner).
3. Lease between Pilkington Commercial Property Limited, Oster International (UK) Limited, and Sunbeam Corporation.
4. License Agreement made September 10, 1970, by and between Sunbeam Mexicana and Millers Falls Company.
5. Net Lease dated February 28, 1981, by and between ELCA Enterprises, Inc., and Sunbeam Appliance Company.
6. Purchase Agreement dated November 9, 1983, by and between Bennett-Ireland, Inc., Sunbeam Corporation, and Thermco Products Corporation.
7. Assignment and Assumption Agreement dated as of June 23, 1987, by and between Allegheny International, Inc., Sunbeam Corporation (Canada) Limited, Bally Engineered Structures, Inc., and Bally Acquisition Corporation.
8. Handling Agreement, dated July 1, 1985, by and between Sunbeam Appliance Company and Mid-America Distribution Centers, Inc.
9. Purchase Agreement, dated November, 1988, by and among Sunbeam Holdings, Inc., Sunbeam Electric (Holdings) Ltd., Thermco Systems, Inc., Gryphon Products, Inc., Silicon Valley Group, Inc., Anicon, Inc., SVG Europe, Ltd., SVG Halbleiter Anlagen GmbH, and SVG International Service.
10. Nuclear Energy Liability, NELPIA policy No. NS310.
11. National Union Fire Insurance Company of Pittsburgh, policy No. 363-1048.
12. Fidelity and Casualty Company of New York, Property Damage and Business Interruption, policy No. FDP-7449775.
13. National Union Fire Insurance Company of Pittsburgh, Aircraft Products Liability. Policy No. AP-538-8846.
14. USAIG, Hangarkeepers Liability. Policy No. ALO-13449.

15. USAIG, Non-Owned Aircraft Liability. Policy No. 360AC-179537.
16. National Union Fire Insurance Company of Pittsburgh, Pension Trust Liability. Policy No. 352-88-03.
17. Castle Ridge Joint Venture Agreement, dated October 15, 1982.
18. First Amended and Restated Joint Venture Agreement of Castle Ridge Joint Venture, dated November 26, 1984.
19. Settlement Agreement, dated November 15, 1989, by and among Allegheny International, Inc., FlareCo Enterprises, Inc., Astra Holdings PLC, Astra Holdings Corp., Kilgore Corp., and Sunbeam Corp.
20. Aggregate Addendum AGS 1000-596, dated July 22, 1988, by and between National Union Fire Insurance Company of Pittsburgh, Birmingham Fire Insurance Company of Pennsylvania, American Home Assurance Company, and Allegheny International, Inc.
21. Indemnity Agreement (Divested Operations Only), dated July 1, 1988, by and between National Union Fire Insurance Company of Pittsburgh and Allegheny International, Inc.
22. Licensing Agreement, dated February 23, 1989, by and between The Walt Disney Company, Inc. and Hanson Scale Company.
23. Offer to Purchase by and between DCI Marketing, Inc. and Sunbeam Corporation.
24. License Agreement, dated July 31, 1989, by and between The Walt Disney Company, Inc. and Springfield Instrument Company.
25. Sale and Purchase Agreement, dated as of November 6, 1986, by and among Allegheny International, Inc., The Arnold Engineering Co., and Group Financial Partners, Inc.
26. Mutual Marine Office Midwest, Inc., policy no. MMMW-88940.
27. Commonwealth Insurance Company, policy no. CWMP 3891.
28. The Home Insurance Company, policy no. TR-31-64-40.
29. Fidelity and Casualty Insurance Company, policy no. L1081189.
30. Motor Vehicle Lease, dated June 1, 1988, by and between Allegheny International, Inc. and Donlen Corporation.
31. Stock Purchase Agreement dated December 28, 1984 by and among AI, Chemetron Corporation and MLG&A Acquisition Corp.



C. The following contracts allow assignment, subject to the meeting of certain conditions:

1. Lease, dated September 30, 1985, between Gay Products, Inc. and Almet/Lawnlife, Inc.
2. Lease Agreement dated April 1, 1978, by and between City of Cookeville, Tennessee and Sunbeam Corp.
3. Purchase Agreement, dated November 17, 1978, among BASF Wyandotte Corporation, Chemetron Corporation, and Allegheny Ludlum Industries, Inc.
4. Ground Lease, dated June 23, 1987, by and between Bally Engineered Structures, Allegheny International, Inc., and Bally Acquisition Corp.
5. Agreement, dated June 30, 1988, between Pure Air Products U.S. Corp., and Northern Electric Company Division of Sunbeam Corp.



D. The following contracts call for the termination of the agreement upon the dissolution, merger, consolidation, or reorganization of the contracting party:

1. Northern Electric Company Division of Sunbeam Corporation Profit Sharing Plan, effective July 1, 1984 (arrangements can be made for successor to continue the plan).
2. Savings and Investment Plan For Allegheny International, Inc. and Member Companies, effective March 1, 1988.
3. Sunbeam Corporation Profit Sharing Plan For Its Hanson Scale Company Division, effective January 1, 1985 (arrangements can be made for successor to continue the plan).
4. Sunbeam Corporation Profit Sharing Plan For Its Sunbeam Leisure Products Division, effective January 1, 1985 (arrangements can be made for successor to continue the plan).
5. Springfield Instrument Company Division of Sunbeam Corporation Profit Sharing Plan, effective January 1, 1984 (arrangements can be made for successor to continue the plan).
6. Oster Corporation Employees' Profit Sharing Plan, effective March 28, 1976 (arrangements can be made for successor to continue the plan).

E. The following contracts require the maintenance of a corporate existence:

1. Lease Agreement, dated April 1, 1978, by and between the City of Cookeville, Tennessee and Sunbeam Corporation (assignment allowed if assignor remains primarily liable).
2. Agreement, dated December 9, 1982, from Allegheny International, Inc. and to AMCA International Corporation.

F. The following contracts prohibit any change in ownership, or require advance notice of a change:

1. Administrative Order by Consent, between Bally Groundwater Contamination, Bally Engineered Structures, Inc., and the United States EPA (must notify EPA in writing 30 days in advance of change in ownership or control of site and give copy of Consent Decree to transferee).
2. Truck Lease and Service Agreement, dated December 19, 1986, by and between Reliable Industries, Inc. and Northern Electric Company (must notify of changes in ownership in writing).
3. Reinsurance Agreement, dated April 1, 1981, between Continental Casualty Company and Solara Insurance Co., Ltd. (change in control gives other party right to terminate).
4. Reinsurance Agreement, dated April 1, 1980, between Continental Casualty Company and Solara Insurance Co., Ltd. (change in control gives other party right to terminate).
5. Credit facility dated March 19, 1990 by and between the Royal Bank of Canada and Sunbeam Corporation (Canada) Ltd.



G. The following agreements pertaining to industrial revenue bonds listed as Material Contracts have clauses requiring consent for assignment and the maintenance of corporate existence:

1. City of Cookeville, Tennessee Industrial Development Revenue Bond, Series 1978 (Sunbeam Corporation Project) (due 2008).
2. 6-1/4% Allegheny County, Pollution Control Revenue Bonds, 1977 Series A, due 2007.
3. 6.34 Allegheny Ludlum Industries, Inc. Industrial Development Revenue Bonds, due 2007 issued by Claremore Industrial Authority, Claremore, Oklahoma.
4. Guaranty Agreement dated April 1, 1976, by and between Allegheny Ludlum Industries, Inc. (Guarantor) and First Merchants National Bank as Trustee re: 7.2% Allegheny International, Inc. Industrial Development Revenue Bonds, due 1991, issued by the Industrial Development Authority of County of Tazewell, Virginia.
5. 7.2% Allegheny Ludlum Industries, Inc. Pollution Control Revenue Bonds Series A, due 2003, issued by the Industrial Development Authority of Allegheny County (First Supplemental Note).
6. 7.2% Chemetron Corporation Industrial Development Revenue Bonds due 2004, issued by the Supervisors of the County of Madison, Mississippi.

H. The following contracts have miscellaneous provisions which are relevant to the applicable representation:

1. Licensing Agreement by and between United Feature Syndicate and Springfield Instruments (consent required for assignment; agreement terminated upon the transfer of 25% or more of the common capital stock of the Licensee, subject to the approval or disapproval of the Licensor).
2. Loan Agreement, dated March 19, 1990, between The Royal Bank of Canada and Sunbeam Corporation (Canada) Limited (borrower agrees not to sell, transfer, convey, lease, or otherwise dispose of any assets without the prior written consent of the lender).
3. Agreement of Trust, dated September 8, 1977, between Allegheny Ludlum Industries, Inc. and Mellon Bank, N.A. (trust fund to be distributed unless successor agrees to continue agreement).
4. Contract For The Sale of Assets of The Industrial Gases Division of Chemetron Corporation, dated June 5, 1978, among Chemetron Corporation, Allegheny Ludlum Industries, Inc. and Liquid Air Corporation of North America. (Buyer may assign rights, but is not relieved from responsibility).



1. The following federal permits and orders require notice or some other documentation to be provided or obtained in the event of a change in control or an assignment (as defined in the permit or order) by the licensee.

1. The United States Environmental Protection Agency (the "EPA") NPDES Permit to Discharge Water No. LA0086304 and the Louisiana Department of Environmental Quality ("LADEQ") Water Discharge Permit No. WP3134 issued to the Sunbeam Housewares Division of Sunbeam provide that the permits may be transferred only if the permits have been modified or revoked and reissued as a minor modification to identify the new permit holder and incorporate such other requirements as may be necessary; except if the current permit holder or LADEQ thirty (30) days prior to the transfer, the notice includes a written agreement with the new permit holder containing a specific date for transfer of the permit and the EPA or LADEQ does not notify the existing and new permit holder of its intent to modify or revoke and reissue the permits.
2. Administration Order by Consent, dated January 28, 1987 between Bally and the EPA relating to hazardous wastes at the Bally, Pennsylvania site provides that in the event of a change in ownership or control of the site, Bally shall notify the EPA in writing at least thirty (30) days in advance of such change and shall provide a copy of the Administration Order to the transferee in interest of the site prior to any agreement.
3. The government consents set forth in Schedule 3(vii) are required in connection with the transactions contemplated by the Agreement of which this Schedule forms a part.

ALL OF THE SUMMARIES OF THE OPERATIVE PROVISIONS OF THE AGREEMENTS, PERMITS AND ORDERS SET FORTH IN THIS SCHEDULE 3(VI) ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE AGREEMENTS, PERMITS AND ORDERS DESCRIBED IN THE SUMMARIES.



SCHEDULE 3(vii)

GOVERNMENTAL CONSENTS

- (a) United States Bankruptcy Court for the Western District of Pennsylvania

United States Nuclear Regulatory Commission

New Jersey Department of Environmental Protection, Divisions of Hazardous Waste Management, Industrial Site Evaluation Element

Pension Benefit Guaranty Corporation

New York State Transfer Gain: Tax Form (TP-580)

New York State Combined Form (TP-584)

New York City RPT - Form

Securities and Exchange Commission - Form 8-K and Form 15

Notice to the Mexican National Registry of Foreign Investments is required following the transfer of shares in a Mexican corporation.

Approval of the Bermuda Monetary Authority is required where a foreign owner of shares of a Bermuda Corporation proposes to transfer the ultimate beneficial ownership of such shares to a new foreign owner. Such approval is currently being sought.

The Federal permits and orders set forth in Section I of Schedule 3(vi) are required in connection with the transactions contemplated by the Agreement of which this Schedule forms a part.

Notice to the Venezuelan Superintendency of Foreign Investment is required following the transfer of shares in a Venezuelan corporation.

Canadian Securities Laws. Any distribution of securities in Canada is subject to compliance with securities legislation of each Province of Canada.

Competition Act (Canada). All dollar amounts herein are expressed in Canadian funds.

Assuming that:

- (a) Reorganized AI and its affiliates\* (including the Subsidiaries sold by AII to Reorganized AI are to

be issued pursuant to the Modified Plan (the "Reorganized AI Shareholders") and the affiliates\* of the Reorganized AI Shareholders,

- (i) do not have assets in Canada in excess of \$400,000,000 in aggregate value, as determined in accordance with the Competition Act (Canada) and the regulations thereunder (the "Act"); and
- (ii) do not have gross revenues from sales in, from or into Canada in excess of \$400,000,000 in aggregate value, as determined in accordance with the Act;

\*"Affiliate" has the meaning given to it in sections 2(3) and (4) of the Act, a copy of which sections is attached.

OR

- (b) the aggregate value of the assets in Canada, determined in accordance with the Act, of Reorganized AI and the corporations controlled by Reorganized AI (including the Subsidiaries sold by AII to Reorganized AI) do not exceed \$35,000,000 and the gross revenues from sale in or from Canada (determined in accordance with the Act) generated from the aforesaid assets referred to in (b) do not exceed \$35,000,000,

then the Notifiable Transactions provisions of the competition Act do not apply.

Investment Canada Act.\*\* Assuming that the assets of all Canadian businesses and entities carrying on Canadian businesses control of which is acquired pursuant to the Modified Plan have an aggregate value (determined in accordance with the Investment Canada Act (Canada) and the regulations thereunder (the "ICA")) of less than \$50,000,000, the ICA will not apply so as to require a review of the transaction.

However, because control of a Canadian business will be acquired, the non-Canadian acquiring control is required, prior to or within 30 days after the transaction, to give notice of the transaction in the prescribed form.

\*\*This Section 3 is subject to confirmation by Allegheny International, Inc. of the aggregate value of less than \$50,000,000 (determined in accordance with the Investment Canada Act (Canada) and the regulations thereunder (the "ICA")).



Under UK merger law if the value of the gross world wide assets of Seller exceeds £30 million there is the possibility that the Secretary of State may make a referral of the transaction to the Monopolies and Mergers Commission, and on the making of such a reference the transfer of assets would be unlawful. So far as we are aware no such reference has been made.

- (b) Notice to the Mexican National Registry of Foreign Investments is required following the transfer of shares in a Mexican corporation.

Approval of the Bermuda Monetary Authority is required where a foreign owner of shares of a Bermuda Corporation proposes to transfer the ultimate beneficial ownership of such shares to a new foreign owner. Such approval is currently being sought.

The Federal permits and orders set forth in Section I of Schedule 3(vi) are required in connection with the transactions contemplated by the Agreement of which this Schedule forms a part.

Securities and Exchange Commission - Form 8-K and Form 15.

Notice to the Venezuelan Superintendency of Foreign Investment is required following the transfer of shares in a Venezuelan corporation.

Canadian Securities Laws. Any distribution of securities in Canada is subject to compliance with securities legislation of each Province of Canada.

Competition Act (Canada). All dollar amounts herein are expressed in Canadian funds.

Assuming that:

- (a) Reorganized AI and its affiliates\* (including the Subsidiaries sold by AII to Reorganized AI are to be issued pursuant to the Modified Plan (the "Reorganized AI Shareholders") and the affiliates\* of the Reorganized AI Shareholders,
- (i) do not have assets in Canada in excess of \$400,000,000 in aggregate value, as determined in accordance with the Competition Act (Canada) and the regulations thereunder (the "Act"); and



- (ii) do not have gross revenues from sales in, from or into Canada in excess of \$400,000,000 in aggregate value, as determined in accordance with the Act;

\*"Affiliate" has the meaning given to it in sections 2(3) and (4) of the Act, a copy of which sections is attached.

OR

- (b) the aggregate value of the assets in Canada, determined in accordance with the Act, of Reorganized AI and the corporations controlled by Reorganized AI (including the Subsidiaries sold by AII to Reorganized AI) do not exceed \$35,000,000 and the gross revenues from sale in or from Canada (determined in accordance with the Act) generated from the aforesaid assets referred to in (b) do not exceed \$35,000,000,

then the Notifiable Transactions provisions of the competition Act do not apply.

Investment Canada Act.\*\* Assuming that the assets of all Canadian businesses and entities carrying on Canadian businesses control of which is acquired pursuant to the Modified Plan have an aggregate value (determined in accordance with the Investment Canada Act (Canada) and the regulations thereunder (the "ICA")) of less than \$50,000,000, the ICA will not apply so as to require a review of the transaction.

However, because control of a Canadian business will be acquired, the non-Canadian acquiring control is required, prior to or within 30 days after the transaction, to give notice of the transaction in the prescribed form.

\*\*This Section 3 is subject to confirmation by Allegheny International, Inc. of the aggregate value of less than \$50,000,000 (determined in accordance with the Investment Canada Act (Canada) and the regulations thereunder (the "ICA")).

Under UK merger law if the value of the gross world wide assets of Seller exceeds £30 million there is the possibility that the Secretary of State may make a referral of the transaction to the Monopolies and Mergers Commission, and on making of such a reference the transfer of assets would be lawful. So far as we are aware no such reference has been made.

SCHEDULE 3(a)  
LITIGATION

A. Litigation

<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>COURT</u>	<u>DESCRIPTION</u>
Spear, Leeds & Kellogg	Oliver S. Travers, Jr., Thomas J. Albani, Anthony J.A. Bryan, Richard M. Cyert, Graemer K. Hilton, Mark E. McCormack, Anthony J.T. O'Reilly, Jean-Jacques Servan-Schreiber, Spencer R. Stuart, Thomas Maletta, S.H. Iapalucci, R.H. Schriver and K.W. Long (Allegheny is not a party)	U.S. District Court for the Western District of Pennsylvania	Plaintiffs allege violation of securities law <sup>8</sup> , fraud and negligent misrepresentation. Allegheny may have indemnity obligation to certain defendants.
Irwin L. Jacobs and Carl R. Pohlad	Oliver S. Travers, Jr., Thomas J. Albani, Anthony J.A. Bryan, Richard M. Cyert, Graemer K. Hilton, Mark H. McCormack, Anthony J.T. O'Reilly, Jean-Jacques Servan-Schreiber, Spencer R. Stuart, Thomas Maletta, S.H. Iapalucci, R.H. Schriver and K.W. Long (Allegheny is not a party)	U.S. District Court for the District of Minnesota	Plaintiffs allege violation of securities laws, fraud and negligent misrepresentation (including RICO Claims). Allegheny may have indemnity obligations to certain defendants.
Diversified Products Corporation and Brown Fitzpatrick Lloyd Patent Ltd.	Allegheny International Exercise Co., Ajay Enterprises Corporation, <u>et al.</u>	U.S. District Court for the District of Delaware	Alleges patent infringement relating to MA-5000 multi-action cover. International Trade Commission ruled patent invalid, but plaintiff claim ruling has no res judicata effect in this matter. Motion for summary judgment denied.



<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>COURT</u>	<u>DESCRIPTION</u>
James A. Wilson, <u>et al.</u>	Sunbeam Corporation, <u>et al.</u>	U.S. District Court for the Northern District of Illinois	Claims ERISA violations and age discrimination when Sunbeam amended salaried pension plan on 1/1/84 to eliminate lump sum payments. Case filed 1983. Court certified plaintiff class of about 90 former employees.
First Delaware Properties, <u>et al.</u>	Allegheny International Credit Corporation, <u>et al.</u>	U.S. District Court for the Southern District of Texas	Alleges violations of securities laws, conversion and fraud relating to certain monies invested by plaintiff in Ronnie's Truck Stop near Houston, Texas.
Remcor, Inc.	Allegheny International, Inc.	Court of Common Pleas of Allegheny County, Pennsylvania	Plaintiff claims breach of certain contract relating to environmental remediation at the Harvard Avenue and Bert Avenue sites, Newburgh Heights, Ohio. Plaintiff seeks payment of outstanding invoices of \$7.4 million and lost profits of at least \$5 million.
Highland Partners, Inc.	Castle Ridge Joint Venture, Vero Dunes Ltd., Pied-a-Terre Co., Ltd. and Justice of Indian River	U.S. Bankruptcy Court for the Western District of Pennsylvania	Alleges "gross" fraud and misrepre- sentation in connection with sale of Dover Hotel.
Weston Appliances Division of Unireco Industries, Inc.	Sunbeam Corporation (Canada) Ltd.	Supreme Court of Ontario	Claims breach of contract by Sunbeam Canada for marketing of Weston Appliances products in Canada.
Sunbeam Del Peru, S.A.	Peruvian Government		Request to nullify Peruvian government's decision under foreign exchange laws to disallow payments by Sunbeam Peru to Sunbeam Corp. for technical assistance services for the period 3/74 to 3/77.



B. Claims

1. An agreement entered into by Sunbeam Holdings, Inc., with Sunbeam Canada effectively January 1, 1986 regarding management fees was challenged by Revenue Canada. Revenue Canada advised Sunbeam Canada in late January 1990 that it is disallowing certain portions of the management fee. Sunbeam Holdings has taken a charge of \$2 million in its financial statements pending resolution of this matter.
2. Sunbeam Holdings, Inc. is in the process of arbitrating certain claims filed by Silicon Valley Group, Inc., the purchaser of Thermo Systems, Inc., against an escrow containing a portion of the purchase price. The escrow contains \$1.8 million. Parties are in the process of selecting arbitrators.

C. Environmental Claims

The Environmental Claims listed in the definition of Reinstated Environmental Claims.

ADDITIONAL ENVIRONMENTAL MATTERS

Superfund Matters

<u>Subsidiary</u>	<u>Location</u>	<u>Description</u>
Allegheny International, Inc.	Reedsville, Pennsylvania	In connection with the resolution of the proof of claim of Astra Holdings Corporation relating to the sale of Kilgore Corporation, Allegheny assumed the obligation to clean up a small spill of industrial solvents at a site in Reedsville, Pennsylvania, which was the former manufacturing facility of the Mexico Forge Division of Kilgore Corporation. Allegheny International is in the process of negotiating with the Pennsylvania Department of Environmental Resources the form of consent order relating to the remediation of this facility. The Department of Environmental Resources has threatened to issue an administrative order because AI and the Department have been unable to agree to the terms of a consent order. Remediation will involve the vacuum extraction of VOC's from the soil and potentially the remediation of a small amount of contaminant in the groundwater.
Allegheny International Canada Limited	Port Hope, Ontario Canada	This is a hazardous waste lagoon formerly used by the Pigments Division of Chemetron Investments, Inc. The lagoon contains water and sludge which are contaminated with PCB's. The property on which the lagoon sits was leased from the Town of Port Hope and under the terms of the lease Allegheny International Canada Limited is required to clean up the lagoon. AI Canada Limited is negotiating with Canadian authorities as to how the clean up will be conducted.



Subsidiary

Location

Description

Eliakia, Inc.

Anderson, South Carolina

At the time of the sale of assets of Eliakia, Inc. (then known as Tru Temper Corporation) Eliakia retained ownership of hazardous waste lagoon property in Anderson, South Carolina. The site has been subject to closure and is now the subject to postclosure care. Remcor, Inc. is now in the process of finishing design of a remediation program. The bulk of costs relate to the monitoring of groundwater. Some groundwater clean-up is required and Remcor is in the process of determining how to correct the groundwater situation. This is a superfund site. A consent order with the EPA has been executed.

New Bra-Con Industries, Inc.

Livonia, Michigan

In connection with the sale of the real property in Livonia, Michigan, New Bra-Con established an escrow in the amount of \$.15 million to cover any possible groundwater problem. New Bra-Con is now in the process of negotiating with the Michigan DER as to whether any action is necessary.

Sunbeam Corporation (Sunbeam Housewares Division)

Coushatta, Louisiana

This involves possible groundwater and soil contamination. Between 1967 and 1972 degreaser sludge was deposited in a ditch on the property and sludge contained TCE. The sludge contaminated the city drinking water. Four monitoring wells have been drilled and found to be clean. Tests are continuing to determine extent of contamination. A remediation plan has been filed with the state EPA and recovery of TCE will start in summer 1990.



Subsidiary

Location

Description

Woodshaft, Inc.

Amory, Mississippi

At the time of the sale of the assets of Woodshaft, Inc. (then known as True Temper Sports, Inc.), Woodshaft retained ownership of the hazardous waste lagoon property and old dump site at the former True Temper facility in Amory, Mississippi. The site has now been closed in compliance with EPA regulations, but because of groundwater problems it is subject to post-closure care. Recent groundwater monitoring indicates some off-site contamination of the groundwater with trichloroethene. The Mississippi Department of Environmental Quality has prepared a draft order (7/24/90) for comment. The draft order requires Woodshaft to submit a workplan to define the extent of off-site contamination and to conduct a groundwater assessment study. After approval of the groundwater quality assessment report, Woodshaft will be required to submit a corrective action plan and implement the plan after it is approved.

Oster Housewares Division of  
Chemtron Investments, Inc.

Glendale, Wisconsin  
(Milwaukee)

The Oster Housewares Division of Sunbeam Corporation owns a plant facility at 5055 North Lydell Avenue in Glendale, Wisconsin. In connection with a contemplated acquisition of the property by a third party, an environmental assessment of the property was conducted. The environmental assessment revealed that the groundwater beneath the property is contaminated with trichloroethylene, chromium and vinyl chloride. Under Wisconsin law, Sunbeam Corporation has the obligation to report the contamination and will very likely be required to immediately develop a work plan to determine the extent of the contamination. Clean up requirements will follow.

Subsidiary

Location

Description

Temrac Company, Inc.

John Crosley Farms  
Bally, Pennsylvania

Bally Engineered Structures, Inc., the purchaser of the assets of Dagan, Inc. (which was later merged into Temrac Company, Inc.), has been named as a defendant in a suit brought by residents at a trailer park located a few miles from the manufacturing facility in Bally, Pennsylvania. The residents allege that the site was formerly a dump site for Dagan, Inc. and that the groundwater has been contaminated. Under the terms of the divestiture agreement, Dagan, Inc. will have no responsibility until the aggregate of the damages resulting from this and any other environmental problems (aside from the Bally, Pennsylvania site) exceed \$250,000. At present Bally disputes this interpretation.

Integrated Specialties, Inc.  
and Allegheny International,  
Inc.

Los Angeles, California

By a letter, dated June 29, 1990, counsel for Arthur and Harold Kitay, the lessors of the property on which the Burton Plating, Inc. plant is located at 6341 Arizona Circle, Los Angeles, California, notified Integrated Specialties, Inc. ("ISI") and Allegheny of alleged environmental contamination of the property and requested that ISI contact him as to actions to be taken to remediate the contamination and to compensate the lessors.

Allegheny International, Inc.

Fisher-Calo Site  
Kingsbury, Indiana

In the spring of 1990, The Arnold Engineering Company was named as a PRP and received a request for information concerning disposal of wastes at the site. Under the terms of the divestiture agreement Allegheny International, Inc. would have responsibility for this environmental matter. A proof of claim has been filed by Arnold and the parties are in the process of negotiating a settlement.



Subsidiary

Location

Description

Chemetron Investments, Inc.  
(Pigments Division)

Berlin & Farro  
Genessee County  
Michigan

Chemetron Investments, Inc. has received notice from the EPA naming Chemetron as a potentially responsible party under CERCLA with respect to the Berlin & Farro site. Chemetron is one of approximately 100 corporations which have been named as PRP's. Records indicate that Chemetron sent approximately 24,000 gallons of waste to this site. Berlin & Farro Participating Companies filed a proof of claim against Chemetron Corporation in the amount of \$92,331 for reimbursement of clean-up costs incurred by other PRP's in cleaning up the Berlin & Farro site. The claim was settled for \$60,220.88 by a stipulation filed in the Allegheny International, et al., bankruptcy proceedings on or about May 25, 1989. The settlement only covered claims for Phase I and II response costs. The Berlin & Farro Participating Companies reserved the right to assert additional claims for Phase III response costs. Correspondence from Berlin & Farro's counsel indicates that the Phase III costs claim against Chemetron was estimated at \$90,000.

Chemetron Investments, Inc.  
(Tube Turns Division)

Lee's Lane Site  
Kentucky

This site was identified in the claim filed by Sumitomo in the bankruptcy proceedings as being the responsibility of Chemetron under the divestiture agreement relating to Tube Turns, Inc. The parties are negotiating a settlement.

Tea Company, Inc.

Butler Tunnel Site  
Pennsylvania

Bally Engineered Structures, Inc. was named as a PRP for this site in June, 1986.



<u>Subsidiary</u>	<u>Location</u>	<u>Description</u>
Eliskim, Inc.	Ecolab, Inc. Site Wisconsin	The assets of Eliskim, Inc. (formerly True Temper Corporation) were sold to Emhart Corporation. Under the terms of the divestiture agreement Eliskim, Inc. retained liability for environmental matters. Emhart Corp. was apparently notified that it was a PFP at this site shortly before Emhart was acquired by Black and Decker, but Eliskim, Inc. has received no formal notice.
Eliskim, Inc.	Pottstown, Pennsylvania Site	Eliskim, Inc. received a questionnaire from EPA concerning a "Superfund" investigation regarding the Pottstown, Pennsylvania abandoned trailer site and hazardous waste which was transported to or stored or disposed of at Alchem-Throw, Inc., Cleveland, Ohio; Chemical Waste Disposal, Astoria, New York; Applied Technology, Inc., Toms River, New Jersey; and SCII Signo Trading International, Mt. Vernon, New York or Mt. Vernon Trading Association at Mt. Vernon, New York, during the period beginning January 1, 1980 through April 30, 1985. There have been no further inquiries from EPA.
Sunbeam Corporation	American Chemical Site Illinois	Sunbeam Appliance Company Division of Sunbeam received an inquiry letter, dated April 9, 1986, from EPA regarding disposal of hazardous substance at the American Chemical Service site in Illinois. Sunbeam Appliance Company replied that it had no information regarding waste disposal at the site. There have been no further inquiries.

Subsidiary

Location

Description

Allegheny International, Inc.

Al Tech  
Watervliet, New York

Al Tech asserted a claim against AI for remediation costs incurred and to be incurred as the result of environmental problems allegedly created when Allegheny was the owner of properties in Dunkirk, New York and Watervliet, New York. The claim was in an unspecified amount. The claim was discharged by the Bankruptcy Court. The Bankruptcy Court decision is on appeal to the U.S. District Court for Western Pennsylvania.

Sunbeam Corporation  
(Northern Electric Co.)

Mt. Olive, Mississippi

Northern Electric Company manufactures electric blankets at this facility. An 8 foot by 10 foot sulfuric acid tank belonging to former owners was found to be empty when it was removed in 1987. It was full in 1963. It is believed that the sulfuric acid has leaked. Site assessment and clean up may be necessary.

Chemetron Investments, Inc.

Summit National Site  
Deerfield, Ohio

Chemetron is charged with being a potentially responsible party for clean-up of the site. Chemetron has entered into a de minimis settlement (an Administrative Order on Consent) with the EPA in which Chemetron agreed to pay \$97,916. Payment is due by August 16, 1990. The State of Ohio has provided Chemetron in April, 1990, with a draft Consent Decree for a de minimis settlement. The State has indicated that it will consider any reasonable settlement offer.

Ellakis, Inc.

Geneva, Ohio

This site involves several lagoons related to operations of the former True Temper facility in Geneva, Ohio. The site has been closed and post-closure monitoring is being conducted.



Subsidiary

Location

Description

Chevetron Investments, Inc.

St. Louis, Missouri

Action by Crow Group, Inc., the purchaser of a resin manufacturing facility from Chevetron against Chevetron for recovery of clean up costs for PCB contamination of the facility. Crow Group filed a Proof of Claim in the amount of \$3,076,000. The claim was discharged by the Bankruptcy Court.

Tetrac Company, Inc.

Bad Axe, Michigan

Tetrac Company, Inc. and Sunbeam Holdings, Inc. remain responsible under the divestiture agreement for solvent found in the soil and violations of air emission standards. The purchaser has reached an agreement on remediation with the Michigan EPA and an analysis is now being done of Tetrac's obligation to pay for such remediation.

Sunbeam Holdings, Inc.  
Allegheny International, Inc.,  
Sunbeam Corporation (Canada)  
Ltd., Thasys, Inc., Dugan,  
Inc., and Sunbeam  
International, Inc.

Criner, Oklahoma

John Zink Company received notice from EPA naming it as a PRP with respect to the Hardage/Criner site, located in Criner, Oklahoma. John Zink acknowledges sending only non-hazardous waste to the site. Sunbeam believes that the purchaser of John Zink is responsible for this matter.

Allegheny International, Inc.  
and Al-Industria Products,  
Inc.

Conners Engineering  
Sites, Bridgewater,  
Massachusetts and  
Gilson Road Site, Nashua,  
New Hampshire; Tinkham  
Garage Site, Londonberry,  
New Hampshire

Joseph Pollak Corp. was named (with hundreds of other companies) as PRP's for these sites. A response to an EPA request for information was submitted in 1988. The files do not indicate any further action. There may be liability for any such environmental problem under the terms of the divestiture agreement relating to Joseph Pollak Corp.



DISPUTED BANKRUPTCY CLAIMS

REPORT : PLRCLAA  
 RUN DATE: 09/10/90

ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SUMMARY REPORT

PAGE: 4  
 TIME: 17:33:30

PLAN CLASS	DESCRIPTION	CREDITORS	CLAIMS	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT
	UNASSIGNED	1	1	10,000,000.00	0.00	0.00
CC	CONVENIENCE CLASS	15	15	5,611.62	0.00	6,342.62
MIR1	NOT IN PLAN	15	15	9,023,400.20	0.00	1.00
ICE1	CERTAIN PRIORITY & ADMINISTRATIVE CLAIMS	7	12	6,542,922.56	0.00	0.00
ICE2	PRIORITY TAXES (FEDERAL & STATE)	7	8	463,129.04	268,252.97	12,440.20
4A1Z	ALLEGREY SENIOR UNSECURED CLAIMS	1	1	1,013,230.04	1,004,650.47	0.00
5A11	ALLEGREY GENERAL UNSECURED	86	100	87,576,000.22	21,029,446.07	479,902.67
5A1Z	ALLEGREY REINSTATED CLAIMS	24	25	3,990,724.92	2,507.20	0.00
5A1Y	AI RIT/LAWLITE GENERAL UNSECURED	1	1	3,436.44	0.00	0.00
5A1Z	ALRIT/LAWLITE REINSTATED CLAIMS	11	11	1,110,939.23	0.00	0.00
5C01	CREMETRON GENERAL UNSECURED	6	6	23,505,077.00	637,101.62	1,955.00
5C0Z	CREMETRON REINSTATED CLAIMS	9	10	2,967,053.59	0.00	0.00
5C11	CREMETRON INVESTMENTS GENERAL UNSECURED	3	4	500,335.11	0.00	0.00
5E11	ELISEIR GENERAL UNSECURED	2	2	0.00	0.00	2,636.00
5E1Z	ELISEIR REINSTATED CLAIMS	3	4	1,200,000.00	0.00	0.00
5E1Y	AI EXERCISE GENERAL UNSECURED	1	1	0.00	0.00	0.00
5E1Z	AI EXERCISE REINSTATED CLAIMS	8	9	240,156.00	0.00	0.90
5IR1	INTOSWITCH GENERAL UNSECURED	1	1	0.00	0.00	0.00
5ISZ	INTEGRATED SPECIALTIES REINSTATED CLAIMS	2	2	0.00	0.00	0.00
5SB1	SUREBARR GENERAL UNSECURED	52	54	9,614,272.06	3,203,612.90	325,266.32
5SBZ	SUREBARR REINSTATED CLAIMS	101	101	126,497,781.62	0.00	0.00
5SRZ	SUREBARR HOLDINGS CLAIMS TO BE REINSTATED	7	7	79,211.57	0.00	0.00
5US1	AI (PSA) GENERAL UNSECURED	1	1	0.00	0.00	1,200.00
5USZ	AI (USA) REINSTATED CLAIMS	11	12	45,266,500.00	0.00	0.00
6A11	ALLEGREY INTERCOMPANY	16	17	820,625,282.33	0.00	820,625,282.33
6C01	CREMETRON INTERCOMPANY	2	2	10,996,398.00	0.00	10,996,398.00

REPORT... P ABCCLAR  
RUM DATE: 7/1/90/90

ALLEGHENY INTERNATIONAL, INC.  
LISTING OF CLAIMS BY PLAN CLASS  
ALL OTHER CATEGORIES  
SCHEDULE REPORT

PAGE: 2  
TIME: 17:03:00

PLAN CLASS	DESCRIPTION	CREDITS	CLAIMS	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT
6881	BURGESS INTERCOMPANY	25	26	617,000,001.00	0.00	012,000,001.00

REPORT . . : PLANCLAS  
RUN DATE: 09/18/90

ALLECHRY INTERNATIONAL, INC.  
LISTING OF CLAIMS BY PLAN CLASS  
ALL OTHER CATEGORIES  
SUMMARY REPORT

PAGE: 3  
TIME: 17:33:30

PLAN CLASS	DESCRIPTION	CREDITORS	CLAIMS	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT
		418	451	1,509,391,499.83	27,825,629.83	1,252,549,659.56



ALLEGENT INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 UNASSIGNED

REPORT...: PLANCLAS  
 RUN DATE...: 99/10/90

PLAN CLASS:

CREDITOR	CLAIM	CY	Y	C	SC	DS	SWD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV SWD
9299 FIRST NATL BANK OF CHICAGO	9185-00	00	0					10,000,000.00	0.00	0.00	001 001
1 PLAN CLASS TOTALS								10,000,000.00	0.00	0.00	

ALLEGHENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 CONVENIENCE CLASS

CREDITOR	CLAIM	CY	Y	C	SC	BS	RTB	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
01592 ALB AND CO.	00006-00 00	0	72					2.00	0.00	0.00	2.00	000
01700 CHAPMAN, WILLIAM L. AS COST.	00177-00 00	0	72					26.37	0.00	0.00	26.37	000
02103 COW, PEY	00107-00 00	0	73					1,000.00	0.00	0.00	1,000.00	001
02204 COW, PEY COST JERAMIAN COW	00100-00 00	0	73					1,000.00	0.00	0.00	1,000.00	001
02305 COW, PEY COST PAMELA COW	00109-00 00	0	73					1,000.00	0.00	0.00	1,000.00	001
01002 CLASS, DANIEL TRUSTEE	00371-00 00	0	72					194.70	0.00	0.00	194.70	000
01920 JACKES, MORTON	00493-00 00	0	72					90.00	0.00	0.00	90.00	000
03515 LAGARRA, PETER	0671-00 02 N 0	03						0.00	0.00	0.00	791.00	000
01507 MAYER, S. A. AS COST.	00645-00 00	0	70					27.21	0.00	0.00	27.21	001 001
01512 MCKERNAN, THOMAS W.	00673-00 00	0	70					113.36	0.00	0.00	113.36	001 001
02101 ROYAL, CATHERINE	00765-00 00	0	72					6.07	0.00	0.00	6.07	000
01504 PROFFENBACH, FREDERICK P.	00794-00 00	0	70					283.36	0.00	0.00	283.36	001 001
02206 TRAMPE, PATRICK J.	00909-00 00	0	72					6.07	0.00	0.00	6.07	000
02327 WILLIAMS, JUANITA R.	01071-00 00	0	72					6.03	0.00	0.00	6.03	000
02329 WILSON, ERNEST F. AS COST.	01073-00 00	0	72					60.06	0.00	0.00	60.06	000
15 PLAN CLASS TOTALS									5,011.42	0.00	0.00	6,392.62

ALLEGEMY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 NOT IN PLAN

PLAN CLASS: NIM1

CREDITOR	CLAIM	CT	T	C	0	SC	RS	RVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
00090 BELMONT COUNTY TREASURER	5510-00	41	U						0.00	0.00	0.00	009	
27433 CARLYLE REAL ESTATE LTD PART-	5402-00	C4	U						0.00	0.00	0.00	012	
	5403-00	C4	U			01		RJA	0.00	0.00	0.00	005	
	Z								0.00	0.00	0.00		
00009 MOOK, ARANDA, MOTHER OF DALE	5564-00	00	D	U				03	500,000.00	0.00	0.00	009	
00700 MERCER COUNTY TAX CLAIM BUREAU	5743-00	R3	P						612.49	0.00	0.00	009	
00194 MERTON B O'CONNOR	5483-00	41	A						7,791.40	0.00	0.00	009	
	5494-00	41	A						11,929.12	0.00	0.00	009	
	Z								19,720.52	0.00	0.00		
00091 POSS, BARRER MICHAEL, A NINOR	5566-00	00	D	U				03	1,000,000.00	0.00	0.00	009	
00090 POSS, JAMES DAVID, A NINOR,	5565-00	00	D	U					1,000,000.00	0.00	0.00	009	
00740 ROSS, JAMES F.,IMB. AND AS	5567-00	00	D	U				03	1,000,000.00	0.00	0.00	009	
00000 THORWILL, GEORGE SR. AND HIS	5563-00	00	D	U				01	1,000,000.00	0.00	0.00	009	
00004 THORWILL, SARORA A/R/T	5559-00	00	D	U				01	1,000,000.00	0.00	0.00	009	
00005 THORWILL, SARORA A/R/F	5560-00	00	D	U				01	1,000,000.00	0.00	0.00	009	
00004 THORWILL, SARORA A/R/F	5561-00	00	D	U				01	1,000,000.00	0.00	0.00	009	
00007 THORWILL, SARORA A/R/F	5562-00	00	D	U				01	1,000,000.00	0.00	0.00	009	
00747 THORWILL, SARORA E.,IMB. AND	5558-00	00	D	U				01	500,000.00	0.00	0.00	009	
00919 TX - COUNTY OF TAYLOR	5763-00	R3	D	S					2,494.47	0.00	0.00	005	
	5046-00	3A	D	X					650.00	0.00	0.00	005	
	Z								3,155.27	0.00	0.00		
15 PLAN CLASS TOTALS									9,023,400.20	0.00	0.00	1.00	



REPORT...: PLAMCLAA  
 RUN DATE...: 09/18/90

ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 CERTAIN PRIORITY B ADMINISTRATIVE CLAIMS

PAGE: 4  
 TIME: 17:33:30

PLAN CLASS: 10E1

CREDITOR	CREDITOR NAME	CT	T	C	SC	BS	BVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV
9074 AT&T INFORMATION SYSTEMS INC		5771-00	77	A				9,107.51	0.00	0.00	000
		6141-00	77	D	A			9,478.00	0.00	0.00	000
			2					18,585.59	0.00	0.00	
13301 ILLINOIS BELL TELEPHONE CO.		5771-00	77	V				0,780.20	0.00	0.00	001 002
27930 MARTINDALE BOBBLE, INC.		6134-00	77	A				304.22	0.00	0.00	000
1548 MI - DEPARTMENT OF TREASURY		6128-00	71	P				7,991.95	0.00	0.00	000
		6132-00	71	P				1,528.27	0.00	0.00	000
			2					9,520.22	0.00	0.00	
30576 STROEYER, FRENCH E VEIRANO		6009-00	00	A				3,815.50	0.00	0.00	000
		6059-00	00	D	A			982.50	0.00	0.00	000
		6004-00	00	R	A			761.00	0.00	0.00	000
		6127-00	77	A				571.06	0.00	0.00	000
			4					5,630.06	0.00	0.00	
4725 TENNESSEE ELECTRIC MOTOR CO		6130-00	77	A				101.17	0.00	0.00	001 004
03180 HAREFIELD, STEVEN A. B LINDA		6144-00	77	A				6,500,000.00	0.00	0.00	000
7 PLAN CLASS TOTALS			12					6,542,922.56	0.00	0.00	

ALLEGORY INTERNATIONAL, INC.  
LISTING OF CLAIMS BY PLAN CLASS  
ALL OTHERS CATEGORIES  
PRIORITY TAXES (FEDERAL & STATE)

REPORT.....: PLANCLASS  
RUN DATE...: 09/18/90  
PLAN CLASS: 10522

CREDITOR	CLAIM--	CY	T	C	SC	ES	070	---CLAIM AMOUNT	--- ESTIMATED AMOUNT	---ALLOWED AMOUNT	DIV
29907 FRANKLIN CO. TAX COLLECTOR	5908-00	02	P					5,059.66	0.00	0.00	000
1548 MI - DEPARTMENT OF TREASURY	6136-00	71	P					3,250.63	0.00	0.00	000
670 MI - DEPT. OF TREASURY	5760-00	77	U					0.00	0.00	0.00	001 000
15608 MS - STATE TAX COMMISSION	605660-00	77	U					700.61	0.00	0.00	001 000
672 SC - DEPARTMENT OF REVENUE	6102-00	08	P					1,040.13	0.00	0.00	010
67696 PA - COMMERCE	6073-00	08	P					175,017.00	0.00	12,000.20	000
	6098-00	08	P					0.00	0.00	0.00	001
								175,017.00	0.00	12,000.20	
								250,252.97	268,252.97	0.00	000
79000 MI - DEPARTMENT OF REVENUE	6090-00	71	S					603,129.04	268,252.97	12,000.20	
7 PLAN CLASS TOTALS											

2

8

ALLEGHENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGHENY SENIOR UNSECURED CLAIMS

REPORT . . . : PLANCLAS  
 RUN DATE . . : 09/10/90

PLAN CLASS: 0A1Z

REPORT	PLAN CLASS	CLAIM	CT	T	C	6	SC	RS	BYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
1277	CHASE MANHATTAN BANK N.A.	3039-00	0C	W	U				01	RRR	1,013,238.04	1,004,658.47	0.00	000
1 PLAN CLASS TOTALS											1,013,238.04	1,004,658.47	0.00	



REPORT...: PLANCLAA  
 RUN DATE...: 09/10/90

PLAN CLASS: SAI1

CREDITOR -----CREDITOR NAME-----

ALLEGEY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGEY GENERAL UNSECURED

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-----CLAIM-- CT T C Ø BC BS RYB ---CLAIM AMOUNT---ESTIMATED AMOUNT-- ALLOWED AMOUNT-- DIV: SUB

CREDITOR	CT	T	C	Ø	BC	BS	RYB	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
62430 ALBANI, THOMAS J.	4359-00	00	H	X	01			1,376,766.00	0.00	0.00	000	000
80321 ALLOY POBS, INC.	4344-00	00	X		11	SHR		0.00	0.00	0.00	000	000
81450 AMERICAN NAT'L. BK. & TR. CO.	80316-00	00	U		74		10,248.18	0.00	0.00	10,248.18	001	001
38955 ARNOLD ENGINEERING COMPANY	5878-00	58	U				1,153,594.00	258,000.00	0.00	0.00	000	000
9076 AT&T INFORMATION SYSTEMS INC	6133-00	41	H	U			42,849.79	0.00	0.00	0.00	000	000
	6139-00	41	H	A			17,609.13	0.00	0.00	0.00	000	000
	6140-00	41	H	U			58,295.42	0.00	0.00	0.00	000	000
	6141-00	41	H	U			70,065.24	0.00	0.00	0.00	000	000
	6143-00	77	D	A			84,553.57	0.00	0.00	0.00	000	000
	5						273,373.15	0.00	0.00	0.00		
952 BADD, F. F.	3051-00	0E	H	X	01		1,060,177.38	280,929.00	0.00	0.00	000	000
43219 BALLY ENGINEERED STRUCTURES	3914-00	C1	D	X	51	RMS	0.00	0.00	0.00	0.00	000	000
62434 BARRY, G. E.	3053-00	00	H	U	13	01	0.00	0.00	0.00	0.00	000	000
67737 BEGOREN, THEORA MARIE	4526-00	00	U		01	JTD	120,000.00	40,000.00	0.00	0.00	000	000
43267 BOC GROUP PLC	4111-00	58	V		01		330,189.39	330,189.00	0.00	0.00	000	000
63765 BRINKHOFF, ALBERT B.	7446-00	0E	H	X			0.00	0.00	0.00	0.20	000	000
67879 BUCKLEY, ROBERT J.	1961-00	0E	P		01	EFE	6,000,000.00	6.00	0.00	0.10	000	000
953 BURD, FRANK L.	3049-00	0E	H	X	01		1,017,031.55	134,170.00	0.00	0.00	000	000
65097 CRANEY, JOSEPH P.	2386-00	0E	H	X			0.00	0.00	0.00	1,939.00	000	000
62599 BALTHAM, ARTHUR J.	4512-00	00	H	U	13		607,667.33	0.00	0.00	429,017.33	000	000
79458 BEPEN, FRANK S.	2052-00	0E	H	U	13	01	400,044.00	171,954.00	0.00	0.00	000	000
57868 BILORINZO, BEBORAN L	5927-00	0E	U				11,800.00	10,061.90	0.00	0.00	000	000
57871 BOGHERTY, JAMES T.	4361-00	00	H	X	01		909,544.00	0.00	0.00	0.00	000	000
1300 FARRELL, GEORGE T.	4242-00	00	U				20,204.64	0.00	0.00	0.00	000	000
62473 FEDERAL INSURANCE COMPANY	4276-00	00	D	U	01	GS	26,464,857.00	450,000.00	0.00	0.00	000	000
5916 FINALCO INCORPORATED	5797-00	41	U				200,989.21	0.00	0.00	0.00	000	000
	6131-00	41	U				200,448.73	0.00	0.00	0.00	000	000
	2						481,437.94	0.00	0.00	0.00		

ALLEGRETTI INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CAPITALS  
 ALLEGRETTI GENERAL INS. TRUST

CREDITOR	CLAIM	CT	Y	C	0	SC	05	090	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOTTED AMOUNT	DIV	500	
57697 FLETCHER, ALAN T.	3555-00	0E	N	U				13	01	770,665.00	0.00	0.00	000	
63966 FLINT, LYNN L.	1545-00	0E	N	U						0.00	3,804.00	000	000	
57699 FRANCESCHELLI, CYNTHIA R	5925-00	0E	U							13,300.00	12,279.20	0.00	000	
923 FRIES, WAYNE S.	3681-00	0E	R	X					13	01	586.00	0.00	000	
64011 GEMS, WALTER J.	6685-00	0E	N	U					03		0.00	0.00	000	
906 HALVERSTADT, ROBERT D.	3608-00	0E	R	U					01		612,973.43	596,309.00	0.00	000
916 HILTON, GEORGE R.	8247-00	0E	U						11	58E	0.00	0.00	000	
	6768-00	0E	U						01	JTD	0.00	0.00	000	
	8249-00	0E	N	U					13	01	23,000.46	0.00	000	
	8250-00	0E	N	U					01	58E	0.00	0.00	000	
	8251-00	0E	N	U					13	01	1,209,077.00	0.00	000	
	8252-00	0E	N	U					03	01	507,733.00	0.00	000	
	6									1,689,000.00	1,819,019.46	0.00	000	
43499 HONE, GILBERT	3664-00	0E	U						11		0.00	0.00	000	
62676 INSURANCE CO. OF AMERICA	4122-00	0E	R	U					01	CS	11,189,430.00	500,000.00	0.00	000
60366 JOSEPH, CLAUDE LEE	6525-00	0E	U						01	JTD	120,000.00	60,000.00	0.00	000
82883 KLETT, LUDER, ROBERT B	40602-00	0E	U								67,500.00	0.00	0.00	000
65303 KOBAR, A. F.	4050-00	0E	N	U					03		0.00	0.00	1,398.00	000
	54-00	0E	R	P					02	04	64,183.37	0.00	0.00	000
	6250-00	0E	N	U					13	01	6,025.64	6,025.64	0.00	000
	2									50,209.01	6,025.64	0.00	0.00	
80413 LEE, DON R. & ARTHUR REYZLEY	4909-00	0E	U							1,505.25	1,505.00	0.00	000	
57996 LEWIS, ALVIN P	3420-00	0E	U						11		310,000.00	0.00	0.00	000
	1623-00	0E	X						01	0MS	0.475,109.00	0.00	0.00	000
	5035-00	0E	X							9,454,481.32	0.000,000.00	0.00	0.00	000
	2									17,929,599.32	0.000,000.00	0.00	0.00	
56009 LYON, BEVERLY D	5920-00	0E	U							7,000.00	5,770.00	0.00	000	
67076 MALETTA, THOMAS P.	3932-0E	0E	U							0.00	0.00	0.00	000	

REPORT . . . : PLANCLAA  
 RUN DATE . . : 09/10/90

ALLEGHENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGHENY GENERAL UNSECURED

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PLAN CLASS: 5A11

CREDITOR	CLAIM	CT	Y	C	SC	RS	BYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
01503 MARK, BARBARA M.	00634-00 00 U	74						025.11	0.00	025.11	001	001
32450 WATTEO, GUY J.	00649-00 00 U	73						000.00	0.00	000.00	001	001
00100 MCCARDLESS TOWNSHIP	6092-00 30 U							203.57	0.00	0.00	000	000
1011 MCCOY, DAVID T	4360-00 00 H X	01	SHR					934,000.00	542,682.00	0.00	000	000
02360 HERRILL LYNCH PIERCE FENNER &	80604-00 00 U	73						000.00	0.00	000.00	001	001
20266 METROPOLITAN LIFE INSURANCE CO	4559-00 00 U	01	CS					679,655.00	679,655.00	0.00	000	000
50039 MCGEE, MARY A	5929-00 0E U							4,660.00	4,299.24	0.00	000	000
912 WILLEN, LAWRENCE E.	2991-00 0E H U	02	01					432,677.68	140,398.00	0.00	000	000
50045 NAGLE, BRUCE Y	5926-00 0E U							25,000.00	24,015.42	0.00	000	000
02349 NATIONAL UNION FIRE INSURANCE	5090-00 50 U							0.00	0.00	0.00	000	000
67075 NAYLOR, THURMAN F.	3923-00 0E H U	13	01					303,750.00	226,325.89	0.00	000	000
00470 OLD REPUBLIC INSURANCE CO.	4494-00 41 U	11						4,101.85	0.00	0.00	000	000
62630 PAULUS, JOHN D	3019-00 0E U	01						143,300.00	112,000.00	0.00	000	000
	3020-00 0E H U							720,000.00	0.00	0.00	000	000
	2							863,300.00	112,000.00	0.00	000	000
50075 PIETROCI, THOMAS B.	2406-00 0E H U	13	11					560,000.00	0.00	0.00	000	000
00496 PRES. & FORMER OFFICERS/DIRS.	6002-00 00 X							0.00	0.00	0.00	000	000
64465 REASON, BILLIE	1953-00 0E H S	03						0.00	0.00	1,500.00	000	000
30400 REED, SMITH, SHAR & MCCLAY	4245-00 00 U	01	JTD					21,021.86	0.00	0.00	000	000
71110 ROBERTS, MAURICE R.	2519-00 0E H X	03						0.00	0.00	1,453.00	000	000
50099 RONAROFF, EDWARD H.	3430-00 00 H U	13	01					0.00	0.00	0.00	000	000
52000 ROSE, HEIL H.	3141-00 00 D U	13	11					192,000.00	0.00	0.00	000	000
34331 ROSZYK, LEON H.	2071-00 00 H U	14	01					0.00	0.00	0.00	000	000
01541 RUDZINSKI, EDWARD	00049-00 00 U	74						1,650.23	0.00	1,650.23	001	001
20699 RYAN JR., J. T.	4244-00 00 U	01	JTD					817.22	0.00	0.00	000	000



REPORT...: PLAMCLA  
 RUN DATE...: 09/10/90

PLAN CLASS: SAI1

ALLEGORNY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGORNY GENERAL UNSECURED

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REPORT...	PLAN CLASS	CREDITOR NAME	CLAIM	CT	T	C	SC	BS	BVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
50107 SANTA, RICE E.			2741-00	00	R	U	02			25,134.00	0.00	0.00	000	000
955 SCOTT, F. G.			3046-00	0E	H	X	01	SRK		2,947,120.62	789,594.00	0.00	000	000
70576 SHARONER, ANTHONY D.			3740-00	0E	U		01			390,860.00	168,729.00	0.00	000	000
43205 SHUART CORPORATION			3075-00	00	D	U	01	BRS		0.00	0.00	0.00	000	000
50122 S'RO, JANET E			5930-00	0E	U					1,600.00	501.50	0.00	000	000
62021 RIMMONS, JOSEPH R.			2054-00	0E	R	P				0.00	0.00	0.00	000	400
62651 SWEZ, MAE BEAN, EXECUTRIX OF			945-00	0E	H	P	03			0.00	0.00	0.00	000	000
70072 SPALLA, FRANK L.			3333-00	00	S		11	SRK		160,000.00	0.00	0.00	000	000
43229 SPS TECHNOLOGIES, INC.			5077-00	50	U					1,153,594.00	0.00	0.00	000	000
64629 STUMP, HARRY D.			1412-00	00	R	U				5,457.60	47,617.70	0.00	000	000
43210 SWEDISH MATCH AB			4269-00	00	U		01	BRS		0.00	3,000,000.00	0.00	000	000
5014-00			5014-00	00	U					0.00	0.00	0.00	000	000
-----														
2											3,000,000.00	0.00	0.00	
50153 TRAYERS, OLIVER S., JR.			4350-00	00	H	X	01			1,573,294.00	909,779.00	0.00	000	000
65607 TUBBS, GERALD P.			2544-00	0E	H	U				0.00	0.00	1,619.00	000	000
1200 UNITED STATES TRUST COMPANY			5210-00	00	D	U				234.50	0.00	234.50	000	000
65701 WALKER, HAROLD V.			3114-00	0E	H	U				0.00	0.00	1,555.00	000	000
904 WALLING, WILLIS R.			3953-00	0E	H	P	01	SRK		0.00	316,920.00	0.00	000	000
1690 WARE, ROBERT R.			1523-00	0E	H	U	13	01		200,000.00	128,739.02	0.00	000	000
933 WEBBER, WILLIAM			3043-00	0E	H	U				1,101,667.00	590,193.00	0.00	000	000
29224 WILKINS/SH SWORD LTD.			3753-00	00	U	R				9,049.95	9,050.00	0.00	000	000
932 WILSON, EARL L.			3067-00	0E	R	U	13	01		0.00	362,640.00	0.00	000	000
01570 WILSON, PATRICIA A.			01075-00	00	U		74			1,224.07	0.00	1,224.07	001	001
01572 WOODLOCK, ARNOLD B			01004-00	00	U		74			1,963.05	0.00	1,963.05	001	001
1010 WORTH, FRANZ L.			3044-00	0E	H	X	01			941,637.00	179,678.00	0.00	000	000

ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS B. PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLIANCE GENERAL UNSECURED

REPORT....: PLRCLAA  
 RUN DATE..: 09/08/90  
 PLAN CLASS: S411

CREDITOR	CLAIM	CT	Y	C	6	SC	BS	BY	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
20070 NEUM CORPORATION	0070-00	SC	0						98,711.36	0.00	0.00	000	
86 PLAN CLASS TOTALS									87,576,900.22	21,029,096.07	079,602.07		

REPORT . . . : PLARCIAA  
 RUN DATE . . : 09/18/90  
 PLAN CLASS : 5A12

ALLEMANY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGEDLY REINSTATED CLAIMS

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CREDITOR	CLAIM	CT	T	C	SC	RS	RVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
54229 ANDERSON, RICHARD AND MARY	4799-00	RD	U				03	GS	0.00	0.00	0.00	000
54323 BISHOP, ROBERT	959-00	CZ	U				03	GS	500,000.00	0.00	0.00	000
70220 BOMAB, MARLENE	3750-00	CD	D	U			01		35,000.00	0.00	0.00	000
54345 CAMPBELL, EVELYN LOUISE	830-00	CD	U				03		190,000.00	0.00	0.00	000
53509 CLARK, DONALD AND VICKI	2642-00	CD	U						0.00	0.00	0.00	000
70105 COURTNEY, EDNA	1301-00	CD	D	U			11	GS	100,000.00	0.00	0.00	000
70594 COURTNEY, JOHN	1302-00	CD	D	U			11	GS	15,000.00	0.00	0.00	000
43206 ENVIRONMENTAL HOLDINGS, INC.	4404-00	OB	D	X			11		01,934.23	0.00	0.00	000
75705 KORONITZ, DAVID, A MINOR	4100-00	CD	D	U			11		50,000.00	0.00	0.00	000
67924 JOHN ZIME CO.	4402-00	OB	D	X			11		01,934.23	0.00	0.00	000
82584 LARA, ROGELIO	6010-00	46	U						710,240.03	0.00	0.00	000
43207 LOWE STAR TECHNOLOGIES, INC.	4403-00	OB	D	X			01	RHS	01,934.23	0.00	0.00	000
54212 MACRI, SARON	1242-00	CD	U				01		500,000.00	0.00	0.00	000
54365 NARES, RICHARD	2169-00	CD	U				03		300,000.00	0.00	0.00	000
54373 RUFF, LATIFAR AND BERNICE	2301-00	CD	U				01		100,000.00	0.00	0.00	000
67901 SL - DEPARTMENT OF REALTY AND	5121-00	RS	D	A					719,175.00	0.00	0.00	000
43254 TETTRON INC.	5340-00	RS	U						0.00	0.00	0.00	000
	5341-00	RS	U						0.00	0.00	0.00	000
	-----											
	Z								0.00	0.00	0.00	000
75022 VACCARO, ENRICO	2641-00	CZ	U				03		15,000.00	0.00	0.00	000
75790 WALLACE, FRANCES	2824-00	CD	U				03		0.00	0.00	0.00	000
80991 WEISS, PAUL	5921-00	46	U						125,000.00	0.00	0.00	000
70537 WHITAKER, TROY	4119-00	RS	D	P					2,507.20	2,507.20	0.00	000
54416 WHITE, HARR AND MICHELLE	1037-00	CD	U				03		10,000.00	0.00	0.00	000
75003 WRIGHT, ROBERT J. & DEBRA A.	430-00	CD	U				01		375,000.00	0.00	0.00	000



REPORT...: PLANCLAA  
 RUN DATE...: 09/18/90  
 PLAN CLASS: SA12

ALLEGHENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGHENY REINSTATED CLAIMS

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CREDITOR	-----CREDITOR NAME-----	---CLAIM---	CT	T	C	0	SE	B.L.	RVD	---CLAIM AMOUNT---	---ESTIMATED AMOUNT---	---ALLOWED AMOUNT---	DIV	SUB
54557	ZOFALL, KIM	3700-00	CD	B	V				11	0.00	0.00	0.00	0.00	000
2% PLAN CLASS TOTALS										3,990,749.92	2,507.20	0.00		

ALLEGENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALMET/LANRLITE GENERAL UNSECURED

REPORT.....: PLANCLAS  
 RUN DATE...: 09/10/90  
 PLAN CLASS: SAL1

CREDITOR	CLAIM	CT	T	C	0	SC	RS	RYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
5916 FIMALCO INCORPORATED	5790-00	RR	U						3,436.44	0.00	0.00	003	
1 PLAN CLASS TOTALS									3,436.44	0.00	0.00		

REPORT ..... PLANCLAA  
 RUN DATE... 09/10/90

ALLECKEY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALMET/LAW/LIVE REINSTATED CLAIMS

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PLAN CLASS: 5412

CREDITOR	CLAIM	CT	T	C	0	SC	RS	RD	BYD	CLAIR AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
54198 CRIFTER, CHARLES	2276-00	00	U						01	300,000.00	0.00	0.00	003	003
01303 GUTTHAN, ROSE B IRVING	5072-00	46	U							250,000.00	0.00	0.00	003	003
00903 LANSCH, JOHN	6011-00	46	U							150,000.00	0.00	0.00	003	003
02524 LUTICK, JOHN	6050-00	46	U							0.00	0.00	0.00	003	003
1223 METROPOLITAN FEDERAL	3068-00	RS	D	S					01	400,807.11	0.00	0.00	003	003
02504 OLIVER, AGNES MAE B WILLIAM F.	5902-00	46	U							0.00	0.00	0.00	003	003
01007 PRICE, EDWARD	5995-00	46	U							10,000.00	0.00	0.00	003	003
02597 REITER, VICTOR B ANN CAROL	6061-00	CZ	U							0.00	0.00	0.00	003	003
00068 SCHUCKS TRANSPORTATION	6-6-00	03	U							132.12	0.00	0.00	003	003
00295 SCHUCH, JAMES J.	3024-00	CB	U						01	0.00	0.00	0.00	003	003
01124 STORLAS, KEITH E. B ALLSTATE	5919-00	46	U							0.00	0.00	0.00	003	003

11 PLAN CLASS TOTALS 11 1,110,939.23 0.00 0.00



CREDITOR	CLAIM	CT	T	C	0	SC	DS	DVD	CLAIR AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
80321 ALLOY BROS, INC.	4345-00	00	U					11	SMZ	0.00	0.00	004	
79904 ASSOCIATED INDUSTRY CORP.	3227-00	00	S					01	DSZ	44,512.94	0.00	004	
64704 BOWERS, RALPH L.	1035-00	02	U					03		0.00	1,954.00	004	
67400 FUSIE INTERNATIONAL, INC.	4271-00	00	U					01	DSZ	11,779,997.50	637,101.62	000	
29934 LAMBERT, JOSEPH, CIBELLI	2097-		U					2		19,581.36	0.00	004	
49245 SONYORO METALS & TUBE FORMS	3-		U					01	CS	11,669,906.00	200,000.00	000	
G PLAN CLASS TOTALS										637,101.62	1,955.00		

REPORT.....: PLANCLAA  
 RUN DATE...: 09/10/90

ALLEGEMY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 CHEWETRON REINSTATED CLAIMS

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PLAN CLASS: 5CBZ

CREDITOR	CLAIM	CT	Y	C	SC	RS	BYD	CLAIM AMOUNT	ES	THAYED AMOUNT	ALLOWED AMOUNT	DIV	SUD
54349 BROOKS, GEORGE & CELIA	4475-00	CB	U				11	SR	57,300.00	0.00	0.00	004	004
1975 D'VIA, ANTHONY T	3956-00	BS	P				01		312,568.80	0.00	0.00	000	000
82596 JOLLY, ROY E. JR.	6050-00	BS	P					0.00	0.00	0.00	0.00	004	004
69792 MCGEAR-BORCO, INC.	3909-00	BS	U				01	SR	0.00	0.00	0.00	004	004
00905 REED, BART H.	5752-00	CB	U					500,000.00	0.00	0.00	0.00	004	004
53459 RYAN, ANGUS & MELLIE	5461-00	CD	U					500,000.00	0.00	0.00	0.00	004	004
	5681-00	RS	U					1,000,000.00	0.00	0.00	0.00	004	004
							2		1,500,000.00	0.00	0.00		
79816 SENTRY INSURANCE, A MUTUAL CO.	3443-00	BS	U					36,634.99	0.00	0.00	0.00	004	004
1118 SPRINGFIELD, JAMES	3312-00	00	U				11	CS	117,849.72	0.00	0.00	004	004
82594 TREMPO CHEW PARTICIPATING COS.	5998-00	RS	U					0.00	0.00	0.00	0.00	004	004
9 PLAN CLASS TOTALS							10		2,967,053.59	0.00	0.00		

REPORT.....: PLANCLAA  
 RUN DATE...: 09/18/98

ALLEMONT INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 CHEMETRON INVESTMENTS GENERAL UNSECURED

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PLAN CLASS: SCT1

CREDITOR	-----CREDITOR NAME-----	CLAIN--	CT	T	C	0	SC	RS	RVD	---CLAIM AMOUNT---	ESTIMATED AMOUNT-	ALLOWED AMOUNT--	DIV	SUB
29213	ALLOY ROSS CORPORATION	5725-00	00	V						0.00	0.00	0.00	013	
00321	ALLOY ROSS, INC.	5724-00	00	V						0.00	0.00	0.00	013	
00094	NATIONAL WELDING DEFENSE GROUP	5690-00	50	V						222,979.67	0.00	0.00	013	
		5691-00	50	V						277,355.44	0.00	0.00	013	
										500,335.11	0.00	0.00	0.00	
										500,335.11	0.00	0.00	0.00	
-----3 PLAN CLASS TOTALS														



ALLIANCE INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ELISIRI GENERAL UNSECURED

REPORT...: PLANCLAS  
 RUN DATE...: 09/18/98

PLAN CLASS: SEL1

REPORT	PLANCLAS	CLAIM	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
63765	BRIMMINGTON, ALBERT S.	5700-00 02 H X	0.00	0.00	1,037.00	01%	023
64011	GENS, WALTER J.	5523-00 02 P U S3	0.00	0.00	799.00	01%	
2 PLAN CLASS TOTALS		2	0.00	0.00	2,636.00		

REPORT...: PLACLA  
 RUN DATE...: 09/18/90  
 PLAN CLASS: SEL2

ALLEGENT INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ELISIR REINSTATED CLAIMS

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CREDITOR	CLAIM	CT	T	C	SC	RS	BYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOCED AMOUNT	DIV	SUB
54323 BISHOP, ROBERT	5649-00	CB	B	U				500,000.00	0.00	0.00	014	023
81104 WENZEL, DAVID	6023-00	46	U					750,000.00	0.00	0.00	014	
80444 MONTGOMERY HARD & CO	4960-00	48	U					15,000.00	0.00	0.00	014	
	5832-00	46	U					15,000.00	0.00	0.00	014	
								30,000.00	0.00	0.00		
<b>3 PLAN CLASS TOTALS</b>								<b>1,200,000.00</b>	<b>0.00</b>	<b>0.00</b>		

ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 AI EXERCISE GENERAL UNSECURED

REPORT...: PLANCLAS  
 RUN DATE...: 09/18/90  
 PLAN CLASS: 5EX1

CREDITOR	CLAIM	CT	Y	C	0	SC	BS	PVD	CLAIR AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV SUB
79000 DIVERSIFIED PRODUCTS CORP.	6077-00	3A	0						0.00	0.00	0.00	010
1 PLAN CLASS TOTALS									0.00	0.00	0.00	



REPORT ..... PLANCLAA  
 RUN DATE...: 09/18/90

ALLEGRETTI INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 AI EXERCISE REINSTATED CLAIMS

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PLAN CLASS: SET2

CREDITOR	-----CREDITOR NAME-----	CLAIN	CT	Y	C	0	SE	RS	RVD	-----CLAIM AMOUNT-----	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
82539	CHAPMAN, BAYRON	6016-00	46	0	U					50,000.00	0.00	0.00	010	010
81200	FITTS, DWANE S L...	6060-00	3A	U						0.00	0.00	0.00	010	010
75786	ROEHLER, JUSTIN	5406-00	00	U					03	0.00	0.00	0.00	010	010
81067	OWENS, JOSEPH R. S	6031-00	46	U						0.00	0.00	0.00	010	010
82535	POOR, EVA	6035-00	00	U						30,000.00	0.00	0.00	010	010
54309	STEVEY, NICHOLAS AND	5508-00	C0	0	U					45,000.00	0.00	0.00	010	020
75797	VIENT, EDWARD	5520-00	C0	0	U				01	100,000.00	0.00	0.00	010	020
82536	WALKER, TARRSHIRL	6020-00	46	U						156.00	0.00	0.00	010	010
		6036-00	46	U						15,000.00	0.00	0.00	010	010
										15,156.00	0.00	0.00		
										240,156.00	0.00	0.00		

0 PLAN CLASS TOTALS

REPORT...: PLANCLAA  
RUN DATE...: 09/10/90

ALLEMONT INTERNATIONAL, INC.  
LISTING OF CLAIMS BY PLAN CLASS  
ALL OTHER CATEGORIES  
INFOSHITCH GENERAL UNSECURED

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PLAN CLASS: SIM1

CREDITOR	CLAIM	CT	T	C	0	SC	RS	RVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	SIV SUB
02546 ORTIZ, PEDRO	6033-00	46	0						0.00	0.00	0.00	015
1 PLAN CLASS TOTALS												
									0.00	0.00	0.00	

ALLEGROPY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES

INTEGRATED SPECIALTIES REINSTATE CLAIMS

REPORT...: PLANCLAS  
 RUN DATE...: 09/08/90

PLAN CLASS: S1S2

REPORT	PLANCLAS	REPORT DATE	PLAN CLASS	CLAIM NO	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOCATED AMOUNT
80674	DEUTSCH COMPANY, INC	5376-00	80 A	6.00	0.00	0.00	0.00
80561	FORM INDUSTRIES, INC.	5661-00	80 X	0.00	0.00	0.00	0.00
2 PLAN CLASS TOTALS				2	0.00	0.00	0.00



REPORT	FOR DATE	PLAN CLASS	CREDITORS	CLAIM	C	Y	C	SC	RS	BVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	DOB
82900	ALBAMON, FRANK Y.	6110-00	00	00	00	00	00	00	00	00	251,872.00	0.00	0.00	001	001
30855	ATOT INFORMATION SYSTEMS	9031-00	01	00	00	00	00	00	00	00	2,794.25	1,619.47	0.00	001	006
81179	AUGUSTINE, JAMES	5906-00	00	00	00	00	00	00	00	00	1,500.00	0.00	1,500.00	001	006
51650	BALUN, IRVING W.	4519-00	00	00	00	00	00	00	00	00	220,000.00	0.00	0.00	001	001
88398	BARNARD, DONALD L.	4516-00	00	00	00	00	00	00	00	00	300,000.00	0.00	0.00	001	001
2929	BELDON WIRE & CAB. L.	596-00	07	00	00	00	00	00	00	00	182,271.00	0.00	181,000.97	001	000
67757	BERGER, THOMAS MARIE	4510-00	00	00	00	00	00	00	00	00	320,000.00	0.00	0.00	001	001
82902	BLUMSTEIN, DENWARD	6111-00	00	00	00	00	00	00	00	00	601,900.00	0.00	0.00	001	001
82903	BOSWELL, FRANK D.	6106-00	00	00	00	00	00	00	00	00	390,000.00	0.00	0.00	001	001
82904	BREWER, JOHN J.	6112-00	00	00	00	00	00	00	00	00	160,000.00	0.00	0.00	001	001
70275	CAMPBELL SIXTY SIX EXPRESS INC	327-00	00	00	00	00	00	00	00	00	6,437.03	0.00	0.00	001	005
		6195-00	01	00	00	00	00	00	00	00	3,707.70	0.00	0.00	001	001
											10,100.01	0.00	0.00		
											61,203.00	0.00	0.00	001	001
82905	CARTER, VERA	6113-00	00	00	00	00	00	00	00	00	61,203.00	0.00	0.00	001	001
91083	CONSOLIDATED FREIGHT ASSOCIATI	9400-00	00	01	00	00	00	00	00	00	2,325.55	291.16	0.00	001	001
82507	CONVERT-A-TOP, INC.	6012-00	00	00	00	00	00	00	00	00	10,000.00	10,000.00	0.00	001	001
50671	CURTIS-ERIGHT FLIGHT SYSTEMS/	3327-00	00	00	00	00	00	00	00	00	33,300.19	0.00	0.00	001	008
93979	EISALE, BARRY FRANKLIN	4517-00	00	00	00	00	00	00	00	00	420,000.00	0.00	0.00	001	001
82910	FIRELAY, GEORGE C.	6107-00	00	00	00	00	00	00	00	00	245,000.00	0.00	0.00	001	001
		16	FRITZ EICHENBERG CHEN & CO.	3004-00	00	00	00	00	00	00	31,710.27	21,790.27	0.00	001	002
		3110	GREENWOOD EXHIBITORCOOP INC.	1756-00	00	00	00	00	00	00	70,221.20	0.00	70,221.20	001	000
61179	HIGHLAND MACHINE PRODUCTS	9507-00	00	00	00	00	00	00	00	00	36,739.22	0.00	25,710.15	001	003
66636	HORNES, ARNOLD	646-00	00	00	00	00	00	00	00	00	0.00	0.00	1,781.00	001	001
59229	JOPC DIV. OF JOPC INTERNATIONAL	6003-00	00	00	00	00	00	00	00	00	1,468.37	0.00	0.00	001	008
88366	JOSEPH, CLERIE LEE	4523-00	00	00	00	00	00	00	00	00	200,000.00	0.00	0.00	001	001

REPORT.....: PLANCL4  
 RUN DATE...: 09/18/90  
 PLAN CLASS: 5001

ALLEGORY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SUNBELT GENERAL UNSECURED

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CREDITOR	CLAIM	CT	Y	C	SC	ES	RVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
02910 BINLEY, HALVER J.	6103-00 00 H U							324,319.66	0.00	0.00	0.00	001
02919 BLOMPS, ALLEN B.	6116-00 00 H U							291,162.60	0.00	0.00	0.00	001
069 EDWY, RAYMOND	6201-00 30 D U	13	01	EC				44,009.00	0.00	44,009.00	0.00	001
02920 BREZZO, ANAYOL	6195-00 00 H U							126,400.00	0.00	0.00	0.00	001
00363 LANZISERA, MELER D.	6522-00 00 D U	01	JTD					260,000.00	0.00	0.00	0.00	001
02921 LARGO, ROBERT C.	6100-00 00 H U							294,456.76	0.00	0.00	0.00	001
P7367 LOCKETT, WILLIAM LEE	6524-00 00 D U	01	JTD					100,000.00	0.00	0.00	0.00	001
65004 LONGACRE, EDWARD L.	6515-00 00 D U	01	JTD					560,000.00	0.00	0.00	0.00	001
37033 MAHAR, ANTHONY C.	5413-00 03 U	14						0.00	0.00	0.00	0.00	001 004
40524 MATTELSON GAS PRODUCTS INC	5410-00 3C U							406.30	0.00	0.00	0.00	001 006
02924 MCNEIL, JOHN C.	6116-00 00 H U							363,900.00	0.00	0.00	0.00	001
6056 MID-AMERICA DISTRIBUTION	6100-00 41 U							65,430.00	0.00	0.00	0.00	001 002
02926 MORICO, ANTHONY	6109-00 00 H U							114,696.00	0.00	0.00	0.00	001
00359 MURPHY, BETTY JUNE	6520-00 00 D U	01	JTD					100,900.00	0.00	0.00	0.00	001
00334 NAUWEINER, ROBERT RICHARD	6513-00 00 U	01	JTD					180,000.00	0.00	0.00	0.00	001
02927 ORZELONSKI, EDWIN	6117-00 00 H U							131,300.00	0.00	0.00	0.00	001
02931 PING, DONALD P.	6110-00 00 H U							000,500.00	0.00	0.00	0.00	001
02932 SHARROW, DONALD B.	6123-00 03 H U							152,200.00	0.00	0.00	0.00	001
02935 SHIPI, ROBERT R.	6104-00 00 U							50,000.00	0.00	0.00	0.00	001
02930 STAIRBOOK, ROBERT S.	6119-00 00 H U							450,300.00	0.00	0.00	0.00	001
02939 STEPHENSON, RICHARD E.	6170-00 00 H U							279,966.46	0.00	0.00	0.00	001
26006 STERN, RALPH CHARLES	6521-00 00 D U	01	JTD					200,000.00	0.00	0.00	0.00	001
32069 STERNY GAS	6075 00 5B U							1,965.73	0.00	0.00	0.00	001 005
	6093-00 5C U							1,306.89	0.00	0.00	0.00	001 005
								3,352.62	0.00	0.00	0.00	



REPORT...: PLAPCLAA  
 RUN DATE...: 09 '90

ALLEGHANY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SUNBEAR GENERAL UNSECURED

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PLAN CLASS: 5501

CREDITOR	CLAIM	CT	Y	C	PC	BS	RVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
4725 YEWESSEE ELECTRIC MOTOR CO	6129-00	3C	U					162.24	0.00	0.00	001	004
80335 TREMBLIS, GEORGE C.	4514-00	08	D	U			01	JTD	440,000.00	0.00	1.00	001
82442 TOMLIN, ELOISE M.	6121-00	08	H	U					105.	0.00	0.00	001
62550 WREATHON DO BRASIL	6027-00	RR	U						250,000.00	0.00	0.00	001
67544 WHITY, ADAR A.	6122-00	03	H	U					179,655.50	0.00	0.00	001
53378 WILSON, JAMES ALAN	4529-00	08	D	U			01	JTD	306,000.00	3,000,000.00	0.00	001
52 PLAN CLASS TOTALS							54		9,614,272.06	3,283,612.90		325,260.32



ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SUBREAR REINSTATED CLAIMS

PLAN CLASS: SSB2

CREDITOR	CLAIM	CT	Y	C	SC	RS	BYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
27457 AETNA CASUALTY & SURETY CO.	3164-00 RS	U	01	GS				50,457.00	0.00	0.00	001	001
80353 AETNA LIFE AND CASUALTY CO.	209-00 RO	U	01	GS				82,653.57	0.00	0.00	001	001
81129 ALLSTATE/PHILIP W. SMAUDER	5904-00 00	U						166,419.08	0.00	0.00	001	002
82595 ALLSTATE/WARNCKE, GILBERT	6039-00 46	U						22,500,000.00	0.00	0.00	001	006
81105 PAIR, VICKI & HILLYAN	5887-00 46	U						97,000.00	0.00	0.00	001	005
80325 BARCLAYS BANK PLC	4333-00 RS	U	01	BRK				1,293,038.19	0.00	0.00	001	001
81369 BERGSTEDT, ROBERTA	6048-00 03	U						0.00	0.00	0.00	001	002
80776 BRUST, DR. WILLIAM P.	5336-00 CD	U						100,000.00	0.00	0.00	001	006
54456 BUCHANAN, ODIS K.	2592-00 CD	U	01					500,000.00	0.00	0.00	001	006
81110 BUCHKOWSKIE, MARY	6034-00 46	U						0.00	0.00	0.00	001	001
70179 BUDZ, JEROME	4040-00 CD	U	11					0.00	0.00	0.00	001	001
70224 BYRD, MARION	4329-00 00	U	01					20,000.00	0.00	0.00	001	006
70142 BYZESKI, KENNETH L.	4425-00 CD	D	11					3,000.00	0.00	0.00	001	002
81178 CALLOWAY, WILLIAM	6137-00 46	U						0.00	0.00	0.00	001	005
82542 CANDITO, JOSEPH A.	6045-00 46	D	U					75,009.00	0.00	0.00	000	
43253 CARS & CONCEPTS, INC.	4584-00 MR	X	01	DRS				0.00	0.00	0.00	001	001
82592 COMMODARI, SAMUEL & DORIS	6025-00 46	D	U					48,286.52	0.00	0.00	701	
29769 CONTINENTAL CASUALTY COMPANY	4071-00 RO	U	01	GS				4,189,088.00	0.00	0.00	001	001
29068 CRAIG, SAM C.	2102-00 RS	U						300.00	0.00	0.00	001	001
81015 CYWERTS, FREDERICK	6037-00 46	U						129,041.05	0.00	0.00	001	001
82538 DARLSTON, ERNESTINE	5994-00 46	U						250.00	0.00	0.00	001	005
80893 DAVIS, THERESA M. & WAYNE	5468-00 RO	U						50,000,000.00	0.00	0.00	001	005
81063 DE BELLO, LOIS	6001-00 46	U						139,557.61	0.00	0.00	001	005
70231 DINKLE, BREWDA	3741-00	U	01					500,000.00	0.00	0.00	001	006





REPORT ..... PLANCLAA  
 RUN DATE... 09/10/90

ALLEMEY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SURGEAR REIMSTATED CLAIMS

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PLAN CLASS: 5802

CREDITOR	-----CREDITOR NAME-----	CLAIM--	CT	Y	C	0	SC	RS	RVD	---CLAIM AMOUNT---	ESTIMATED AMOUNT--	ALLOWED AMOUNT--	DIV	SUB
81017	HARSH, JOHN AND PAT	5848-00	46	U						315,574.05	0.00	0.00	001	005
81274	HASSOCURI, CHRISTINE	6032-00	46	U						12,000.00	0.00	0.00	001	006
81101	HAYFLOWER INSURANCE COMPANY	5821-00	46	D	U					6,319.55	0.00	0.00	000	
54423	MERRITT, JOHN	650-00	46	U		01				1,000,000.00	0.00	0.00	001	006
79072	MINTZ, CALVIN PAUL	3598-00	CD	U		11				500,000.00	0.00	0.00	001	006
54449	MOCK, LINDA RENEE	808-00	CD	U		01				500,000.00	0.00	0.00	001	006
54458	MOSBY, AUDREY	2945-00	CD	U		01				200,000.00	0.00	0.00	001	001
82354	MOTORIST MUTUAL INSURANCE CO.	5900-00	46	U						6,512.56	0.00	0.00	001	006
79541	NAREWOOD, GARY AND MARY	4776-00	CD	U		01				20,000.00	0.00	0.00	001	006
70076	NATIONWIDE MUTUAL INSURANCE CO	4120-00	46	U		01				57,572.21	0.00	0.00	001	006
81249	NEW, CLAUDE	5993-00	46	U						2,286.93	0.00	0.00	001	006
70383	O'DELL, DIXIE	4510-00	46	D	U		11			3,190,000.00	0.00	0.00	001	006
70382	O'DELL, GERALD	4507-00	46	D	U		11			3,190,000.00	0.00	0.00	001	006
70385	O'DELL, CLYDE WERNAN, ESTATE OF	4509-00	46	D	U		11			3,190,000.00	0.00	0.00	001	006
80920	OLSON, GERALD & LISA W.	5765-00	CD	U						300,000.00	0.00	0.00	001	005
70048	OLSON, ROBERT & JOAN	3765-00	CD	U		01				100,000.00	0.00	0.00	001	006
54467	OWENS, KATHY	1196-00	CD	U		11	SM			500,000.00	0.00	0.00	001	002
81272	PARR, MICHAEL, SUBROGATION	6022-00	46	U						12,011.53	0.00	0.00	001	006
70110	PETTIT, EUGENE Y.	3630-00	CD	U		05				10,000.00	0.00	0.00	001	004
81254	POTTS, RICHARD & MARILYN	6040-00	03	U						49,052.04	0.00	0.00	021	006
54483	RACHELS, BILLY JOE ET UX.	3817-00	46	D	U		-1			35,000.00	0.00	0.00	000	
70065	RARTERZ, MARGARET	4431-00	CD	U		11				100,000.00	0.00	0.00	001	006
81043	ROSEMER, WERNAN & PUTN	6043-00	03	U						120,000.00	0.00	0.00	001	001
54592	ROYAL INSUR. CO., AS SUBROGEE	1709-00	CD	U		11	SM			30,000.00	0.00	0.00	001	006



REPORT.....: PLARCIA  
 RUN DATE...: 09/10/90

ALLEGRETT INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 BOWDEAN REINSTATED CLAIMS

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PLAN CLASS: SBR3

CREATOR	EDITOR NAME	CLAIM	CT	Y	C	0	BC	RB	RVD	CLAIN AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	DOB
00209	SAYERS, ALICE B	3950-00	CD	U					11	50,000.00	0.00	0.00	001	006
00200	SAYERS, CRAD LARUE	3929-00	CD	U					11	50,000.00	0.00	0.00	001	006
00200	SAYERS, JEFFREY WAYNE	3925-00	CD	U					11	50,000.00	0.00	0.00	001	006
00290	SAYERS, THOMAS B ALLICE	3931-00	46	U					01	125,000.00	0.00	0.00	001	006
00207	SAYERS, THOMAS L. JR.	3928-00	CD	U					11	50,000.00	0.00	0.00	001	006
00205	SAYERS, TODD AUREN	3926-00	CD	U					11	50,000.00	0.00	0.00	001	006
54510	SHIPLEY, JOHN & JUDY	2677-00	CD	U					01	0.00	0.00	0.00	001	006
81373	SLINGLOFF, CHRISTIAN	5979-00	00	U						15,000.00	0.00	0.00	001	006
70211	SNELL, STEVEN	4793-00	CD	U					01	10,000.00	0.00	0.00	001	005
70616	SPENCER, RUTH B DONALD	2063-00	CD	U					01	300,000.00	0.00	0.00	001	004
81274	SPRINGVALE MUTUAL INS. CO.	6017-00	46	B	U					5,437.72	0.00	0.00	001	006
70114	STATE FARM FIRE & CASUALTY	3328-00	RS	U					01	34,770.37	0.00	0.00	001	
70069	STATE FARM FIRE & CASUALTY CO	4295-00	46	U					11	29,890.15	0.00	0.00	001	006
70593	STATE FARM FIRE & CASUALTY CO	2024-00	CD	B	U				11	21,434.48	0.00	0.00	001	001
82591	STATE FARM FIRE & CASUALTY CO.	6024-00	46	H						44,956.00	0.00	0.00	001	001
81076	STONE, STEVE B CHERYL HILLS	6057-00	03	U						0.00	0.00	0.00	001	006
80344	SWEENEY, JAMES A.	4379-00	CD	B	U				01	500,000.00	0.00	0.00	001	006
54529	SWEENEY, NANCY F.	4378-00	CD	B	U				11	250,000.00	0.00	0.00	001	006
81200	TRIOLA, ETHEL	6003-00	46	U						0.00	0.00	0.00	001	006
85102	UNDERWRITERS ADJUTANT, ALLAN	6126-00	46	U						75,047.30	0.00	0.00	001	001
81127	VALANTASIS, MARY J.	6051-00	03	U						0.00	0.00	0.00	001	002
81106	VAN STAN, DANH	5001-00	CD	U						500,000.00	0.00	0.00	001	004
79367	VOS, DEBORAH ANN	53-00	CD	U					01	29,000.00	0.00	0.00	001	006
81367	WADCOCK, GILBERT	6030-00	46	U						22,500,000.00	0.00	0.00	001	006

REPORT...: PLAN...  
 RUN DATE...: 09/18/90

ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SURVEAR REINSTATED CLAIMS

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PLAN CLASS: 5502

CREDITOR	CLAIM--	CT	T	C	3	SC	RS	RVD	---CLAIM AMOUNT---	ESTIMATED AMOUNT-	ALLOWED AMOUNT--	DIV	SUB
00997 WEISEL, CHARLES A. (410496)	6002-00	46	U						35,629.01	0.00	0.00	001	006
00966 WHITE, HAROLD E. (ESTATE)	5907-00	46	U						4,000,000.00	0.00	0.00	001	006
54547 WILHELM, LINDA	1121-00	CD	U				01		45,000.00	0.00	0.00	001	002
70381 WILSON, RIC	4506-00	RD	U				11		1,750,000.00	0.00	0.00	001	000
02527 WINGLER, KELLY	6055-90	03	U						77,222.00	0.00	0.00	001	006
101 PLAN CLASS TOTALS							101		126,497,781.42	0.00	0.00		



BONDHAR HOLDINGS CLAIMS TO BE REIMBURSED

CLAIM	CT	Y	C	0	SC	RS	0VB	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DTV	508
60279 BELSHAM 8608., INC.	3092-00	00	0	01				0.00	0.00	0.00	002	
29000 CRAIG, SAM C.	2100-00	RS	0	11	CJ			48,073.00	0.00	0.00	002	
62509 BONDHARIS, FRED S CLERKIA	6016-00	46	0					3,769.85	0.00	0.00	002	
60276 FRYMASTER CORPORATION	3009-00	00	0	01				0.00	0.00	0.00	002	
02506 GLICKSTEIN, MEL S 201 RD. CORP	6013-00	46	0					26,560.72	0.00	0.00	002	
00277 NILE HIGH EQUIPMENT CO.	3091-00	00	0	11				0.00	0.00	0.00	002	
43259 BELSHAM INDUSTRIES, INC.	3090-00	00	0	0				0.00	0.00	0.00	002	
<b>7 PLAN CLASS TOTALS</b>								<b>79,211.57</b>	<b>0.00</b>	<b>0.00</b>		



ALLECEMY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 AI (USA) GENERAL UNSECURED

REPORT...: PLANCLAS  
 RUN DATE...: 09/10/90

PLAN CLASS: SUS1

CREDITOR	CLAIM	CT	T	C	0	SC	RS	RYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
65563 BURGELL, BARBARA H.	5457-00	OE	H	X					0.00	0.00	1,200.00	011	
1 PLAN CLASS TOTALS										0.00	0.00	1,200.00	

ALLEGRETTI INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 AT (USA) REINVESTED CLAIMS

REPORT ....: PLANCLAS  
 RUN DATE...: 09/10/90  
 PLAN CLASS: 9032

REPORT	PLAN CLASS	CLAIM	CT	Y	C	SC	ES	RD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV
54229	AMERSON, RICHARD AND MARY	5499-00	00	U				03	0.00	0.00	0.00	011
61071	COBARRON, JOEL S PATRICIA	5996-00	06	U					500,000.00	0.00	0.00	011
81500	CEANS, KEVYAL (A MINOR)	5902-00	06	U					7,000,000.00	0.00	0.00	011
82505	MEZIAN, MICHAEL	6006-00	06	U					3,000,000.00	0.00	0.00	011
82601	LING, NICOLE, A MINOR	6069-00	06	U					0.00	0.00	0.00	011
82904	MCGRINICK, BARBARA	5903-00	06	U					1,000,000.00	0.00	0.00	011
56235	MOZZE, DEVISE CAROL	5676-00	00	U					250,000.00	0.00	0.00	011
75821	ROY, TOM	5519-00	00	U				03	1,500.00	0.00	0.00	011
54350	SCHROEDER, RONALD A MINOR	5049-00	00	U					500,000.00	0.00	0.00	011
43254	TEXTON INC.	5017-00	00	U					33,000,000.00	0.00	0.00	011
		5018-00	00	U					0.00	0.00	0.00	011
									33,000,000.00	0.00	0.00	
									15,000.00	0.00	0.00	011
75022	VACCARO, ERICO	9941-00	00	U				03		0.00	0.00	011
	91 PLAN CLASS TOTALS								65,260,500.00	0.00	0.00	

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REPORT....: PLANCLAA  
 RUN DATE..: 09/18/90

ALLEGHENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 ALLEGHENY INTERCOMPANY

PAGE: 34  
 TIME: 17:33:30

PLAN CLASS: 6A11

CREDITOR	CREDITOR NAME	CLAIM	CT	T	C	0	SC	RS	RVD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
69649	AL-INDUSTRIAL PRODUCTS	90026-00	A2		U					39,252,497.00	0.00	39,252,497.00	000	
69643	ALLEGHENY INTERNATIONAL	90049-00	A2		U					8,917,975.00	0.00	8,917,975.00	000	
69651	ALLEGHENY INTERFATIONAL	90050-00	A2		U					10,269,997.00	0.00	10,269,997.00	000	
69655	ALLEGHENY INTERNATIONAL CANADA	90051-00	A2		U					50,514.00	0.00	50,514.00	000	
59656	ALLEGHENY INTERNATIONAL U.S.A.	90052-00	A2		U					69,616,104.00	0.00	69,616,104.00	000	
69644	ALLEGHENY OVERSEAS CAPITAL NV	90053-00	A2		U					20,144,062.00	0.00	20,144,062.00	000	
5647	APARATOS ACUNA SA DE CV	94251-00	A2		U					103,629.33	0.00	103,629.33	001	
69659	CHEMETRON CORPORATION	90379-00	A2		U					181,399,033.00	0.00	181,399,033.00	000	
69657	ELISKIN, INC.	90722-00	A2		U					5,046,063.00	0.00	5,046,063.00	000	
69650	INFOSHITCH, INC.	91260-00	A2		U					1,947,920.00	0.00	1,947,920.00	000	
69654	INTEGRATED SPECIALTIES	91262-00	A2		U					5,596,015.00	0.00	5,596,015.00	000	
69652	MAGNETICS & ELECTRONICS, INC.	91025-00	A2		U					290,664,316.00	0.00	290,664,316.00	000	
69645	PRODOX	92465-00	A2		U					1,500,000.00	0.00	1,500,000.00	000	
69642	SUNBEAR CORPORATION	93020-00	A2		U					164,446,139.00	0.00	164,446,139.00	000	
		90429-00	A2		U					6,130,346.00	0.00	6,130,346.00	003	
		2								170,576,405.00	0.00	170,576,405.00		
69647	SUNBEAR NEDERLANDS BV	93021-00	A2		U					181,536.00	0.00	181,536.00	000	
69650	WOODSRAFT, INC.	93390-00	A2		U					7,359,136.00	0.00	7,359,136.00	000	
<b>16 PLAN CLASS TOTALS</b>										<b>820,625,282.33</b>	<b>0.00</b>	<b>820,625,282.33</b>		



REPORT . . . : PLANCLAI  
 RUN DATE . . : 09/18/90

PLAN CLASS: 6CH1

ALLEGREY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 CREMETRON INTERCOMPANY

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CREDITOR	-----CREDITOR NAME-----	CLAIN--	CT	T	C	0	BC	BB	BYD	---CLAIM AMOUNT---	---ESTIMATED AMOUNT---	ALLOWED AMOUNT--	DIV	SUB				
69644	ALLEGREY INTERNATIONAL	99001-00	A2	U						4,406,849.00	0.00	4,406,849.00	004					
69666	CREMETRON INVESTMENTS	99003-00	A2	U						14,589,549.00	0.00	14,589,549.00	004					
Z PLAN CLASS TOTALS											2					18,996,398.00		

REPORT.....: PLANCLAA  
 RUN DATE...: 09/10/90

ALLEWENY INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SUNBEAN INTERCOMPANY

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PLAN CLASS: 6SB1

CREDITOR	CREDITOR NAME	CLAIM	CT	T	C	0	SC	RS	RYD	CLAIM AMOUNT	ESTIMATED AMOUNT	ALLOWED AMOUNT	DIV	SUB
69648	AIRSEB, INC.	94108-00	A2		U					11,838,572.00	0.00	11,838,572.00	001	
69665	ALLEWENY INTERNATIONAL	94155-00	A2		U					103,864,005.00	0.00	103,864,005.00	001	
69663	BACAN, INC.	94381-00	A2		U					923,793.00	0.00	923,793.00	001	
3063	BARSON SCALE COMPANY	95409-00	A2		U					923.18	0.00	923.18	001	
14206	BARSON SCALE COMPANY	95410-00	A2		U					49.26	0.00	49.26	001	
75747	NORTHERN BLANKETS LTD	96376-00	A2		U					4,518.90	0.00	4,518.90	001	
13360	NORTHERN ELECTRIC CO.	96377-00	A2		U					546.40	0.00	546.40	001	
2930	NORTHERN ELECTRIC COMPANY	96378-00	A2		U					509.96	0.00	509.96	001	004
5361	NORTHERN ELECTRIC COMPANY	96379-00	A2		U					3,316.13	0.00	3,316.13	001	
13347	NORTHERN ELECTRIC COMPANY	96380-00	A2		U					323.80	0.00	323.80	001	
14199	NORTHERN ELECTRIC COMPANY	96381-00	A2		U					273.20	0.00	273.20	001	
13348	OSTER	96452-00	A2		U					10.06	0.00	10.06	001	
		98352-00	A2		U					82.00	0.00	82.00	001	002
					2					71.94	0.00	71.94		
16290	OSTER	96454-00	A2		U					5,437.32	0.00	5,437.32	001	
79624	OSTER INTERNATIONAL CNDR	96456-00	A2		U					646.33	0.00	646.33	001	
15911	SUNBEAN AG	97137-00	A2		U					408.38	0.00	408.38	001	
61759	SUNBEAN AG	97138-00	A2		U					10,079.59	0.00	10,079.59	001	
3229	SUNBEAN APPLIANCE COMPANY	97139-00	A2		U					2,667.70	0.00	2,667.70	001	
60292	SUNBEAN CONSUMER PRODUCT	97141-00	A2		U					327.52	0.00	327.52	001	
5752	SUNBEAN CONSUMER PRODUCTS	97142-00	A2		U					368.68	0.00	368.68	001	
69664	SUNBEAN CONSUMER PRODUCTS	97144-00	A2		U					20,520.00	0.00	20,520.00	001	
13351	SUNBEAN CORPORATION	97146-00	A2		U					11,579.78	0.00	11,579.78	001	
69662	SUNBEAN CORPORATION, CANADA	97147-00	A2		U					450,000.00	0.00	450,000.00	001	
69660	SUNBEAN HOLDINGS, INC.	97148-00	A2		U					293,536,705.00	0.00	293,536,705.00	001	

REPORT...: PLANCLAA  
 RUN DATE...: 09/10/90

ALLEGRETT INTERNATIONAL, INC.  
 LISTING OF CLAIMS BY PLAN CLASS  
 ALL OTHER CATEGORIES  
 SUNBEAR INTERCOMPANY

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PLAN CLASS: 6881

CREDITOR	-----CREDITOR NAME-----	---CLAIM---	CT	Y	C	0	SC	RS	BYD	---CLAIM AMOUNT---	---ESTIMATED AMOUNT---	---ALLOWED AMOUNT---	DIV	NOB
36500	SUNBEAR INTERCONTINENTAL LTD.	5241-00	A2	U					07	RSB	1,363,666.65	0.00	1,363,666.65	001 004
13044	SUNBEAR MEXICANA, SA DE CV	5095-00	A2	U							50,299.68	0.00	50,299.68	001 002
25 PLAN CLASS TOTALS											412,000,961.00	0.00	412,000,961.00	



REPORT : PLANCLAA  
RUN DATE : 09/18/90  
PLAN CLASS : 0000

ALLEMANY INTERNATIONAL, INC.  
LISTING OF CLAIMS BY PLAN CLASS  
ALL OTHER CATEGORIES

PAGE : 40  
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CREDITOR -----CREDITOR NAME----- --CLAIN-- CT I C O SC BS RYB ---CLAIM AMOUNT--- --ESTY-- --A AMOUNT-- --ALLOWED AMOUNT--- DIV SUB  
451 1,589,391,499.83 27,025,129.83 1,252,540,459.54

418 GRAND TOTALS

SCHEDULE 3(xi)

PAYMENT OF TAXES

1. Allegheny International Overseas Finance N.V. has not filed tax returns in the Netherlands Antilles for the years 1985 to the present.
2. Allegheny International Overseas Capital N.V. has not filed tax returns in the Netherlands Antilles for the years 1984 to present.
3. Sunbeam Corporation has not paid Tennessee franchise taxes for the years 1983-1987 and did not pay sales and use taxes for one month in 1988.
4. Sunbeam Holdings, Inc. owes \$4,283.70 of franchise taxes to Delaware for the tax year 1987.
5. The United Kingdom Inland Revenue is in the process of completing an audit of Wilkinson Sword Group Ltd. and its subsidiaries for the year 1983. This will include Northern Blankets Ltd. and Thermco Semiconductor Equipment Ltd., a company which was divested in 1988 and for which Allegheny International, Inc. may have a contractual obligation for pre-closing taxes.
6. The City of San Antonio, Texas and Bexar County, Texas claim that Allegheny International, Inc. owes them an aggregate of \$81,373.27 in back taxes on two parcels of real estate located in San Antonio, Texas.



BANKRUPTCY CLAIMS

<u>State</u>	<u>Amount*</u>	<u>Subsidiary or Division</u>
Alabama Department of Revenue	\$ 5.38	Oster Housewares
Arizona City of Phoenix	41.63	Oster Housewares
Arizona Department of Revenue	269.92	Oster Housewares
Arkansas Department of Finance & Admin.	312.73	Oster Housewares
California State Board	8,653.51	Almet/Lawnlite, Inc.
California State Board	2,178.21	Oster Housewares
Colorado Department of Revenue	10.62	Oster Housewares
Colorado Manager of Revenue	12.39	Oster Housewares
Connecticut Department of Revenue Services	475.03	Oster Housewares
Florida Department of Revenue	465.04	Oster Housewares
Georgia Department of Revenue	427.82	Oster Housewares
Illinois Department of Revenue	1,044.70	Oster Housewares
Indiana Department of Revenue	912.88	Oster Housewares
Internal Revenue Service	10,137,027.37	Sunbeam Corporation
Iowa Department of Revenue	562.87	Oster Housewares
Kansas Director of Taxation	318.56	Oster Housewares
Kentucky Revenue Cabinet	297.91	Oster Housewares
Louisiana Department of Revenue	123.03	Oster Housewares
Louisiana Red River Parish School	30.76	Oster Housewares
Louisiana Sales Tax Section	10,385.35	Sunbeam Corporation
Louisiana Town of Coushatta	67.81	Oster Housewares
Maine Sales Tax Division	28.08	Oster Housewares
State of Maryland	329.19	Oster Housewares
Massachusetts Department of Revenue	427.82	Oster Housewares
Michigan Department of Treasury	238.74	Oster Housewares
Michigan Department of Treasury	9,790.96	Oster Housewares
Minnesota Department of Revenue	501.67	Oster Housewares
Minnesota Sales & Use Tax	1.27	Oster Housewares
Mississippi Department of Revenue	199.99	Sunbeam Leisure
Mississippi State Tax Commission	6,859.00	Northern Electric
Mississippi State Tax Commission	236.48	Oster Housewares
Mississippi State Tax Commission	709.61	Oster Housewares
Missouri Department of Revenue	251.32	Oster Housewares
Nebraska Department of Revenue	472.07	Oster Housewares
New Jersey Sales Tax	326.06	Oster Housewares
New Jersey State of BPPT	515.41	Oster Housewares
New York Department of Taxation	13,874.92	Eliskim
New York State Tax Commission	52,611.68	Sunbeam Corporation
New York State Tax Commission	1,918.41	Oster Housewares
New York State Tax Commission	253.75	Oster Housewares

\*Plus interest and penalties, if any.



<u>State</u>	<u>Amount*</u>	<u>Subsidiary or Division</u>
North Carolina Department of Revenue	\$ 264.96	Oster Housewares
Ohio Department of Taxation	1,210.25	Oster Housewares
Ohio State Treasurer	300.00	Eliskim
Oklahoma Tax Commission	122.57	Oster Housewares
Commonwealth of Pennsylvania	21,348.43	Allegheny
Commonwealth of Pennsylvania	4,287.76	Sunbeam Corporation
South Carolina Tax Commission	253.56	Oster Housewares
Tennessee Department of Revenue	261,350.00	Sunbeam Corporation
Tennessee Department of Revenue	5,579.60	Oster Housewares
Tennessee Department of Revenue	157.71	Sunbeam Housewares
Tennessee Rhea County Court Clerk	6.75	Oster Housewares
Texas Assessor/Collector	21.12	Allegheny
Texas Attorney General	636.19	Allegheny
Utah State Tax Commission	223.93	Oster Housewares
Commonwealth of Virginia	544.48	Oster Housewares
Washington Department of Revenue	1,157.10	Oster Housewares
West Virginia Tax Commission	164.10	Oster Housewares
Wisconsin Department of Revenue	242,818.16	Sunbeam Corporation
Wisconsin Department of Revenue	18,805.97	Sunbeam Corporation
Wisconsin Department of Revenue	6,628.84	Sunbeam Corporation

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\*Plus interest and penalties, if any.

<u>Subsidiary</u>	<u>Governmental Agency</u>	<u>Description</u>
Oster de Venezuela, S.A.	Republic of Venezuela	Income taxes for 1980 to 1985 in the aggregate amount of approximately \$441,187 are being contested.
Oster de Venezuela, S.A.	Republic of Venezuela	An education tax claim of \$8,393 is being contested.
Sunbeam del Peru, S.A.	Government of Peru	Luxury taxes for January, May, June and August 1988 are being contested.
Sunbeam del Peru, S.A.	Government of Peru	Sales taxes for January, May, June and August 1988 are being contested.
Sunbeam del Peru, S.A.	Government of Peru	The omission of certain withholding taxes for employees is being contested.
Sunbeam del Peru, S.A.	Government of Peru	The calculation of income tax for November 1988 is being contested.
Sunbeam del Peru, S.A.	Government of Peru	The interest on the difference in the amount of tax for November 1988 is being contested.
Sunbeam del Peru, S.A.	Government of Peru	The omission of sales tax for June 1988 is being contested.
Sunbeam del Peru, S.A.	Government of Peru	The omission of sales tax for December 1988 is being contested.



9/21/90

SCHEDULE 3(xii)

PERFORMANCE OF AGREEMENTS

Remcor, Inc. has filed a complaint alleging that Allegheny International, Inc. is in breach of its obligations under the letter proposal and contract, project no. 89033PR, dated March 10, 1989, by and between Remcor, Inc. and Allegheny International, Inc. and the supplement to such contract, dated March 15, 1990.

Sunbeam Corporation may be in technical noncompliance with the terms of a consent decree with the Federal Trade Commission regarding the marketing of air cleaners.

With respect to the Amendment Agreement, dated as of September 23, 1987, by and among Allegheny International, Inc., Sunbeam Holdings, Inc., Allegheny International Holdings, Inc. (collectively the "Sellers") and Shugart Corporation, Shugart has made certain allegations that the Sellers have not complied with certain obligations under the divestiture agreement.

The landlord under the lease, dated December 19, 1985, between Curtiss-Wright/Marquette, Inc. and Springfield Instrument Company division of Sunbeam Corporation has alleged that Springfield has not made certain payments relating to alterations made to comply with the fire code.

Certain claims by employees and former employees with respect to the employee benefit plans of the Seller and its Subsidiaries are listed in Schedule (X).



**EXECUTORY CONTRACTS:**

**Sunbeam Corporation 5-1/2% Sinking Fund Debentures**

65-70% of prime rate Industrial Development Revenue Bonds series 1983, (Sunbeam Corporation Project) due 1998, issued by City of Holly Springs, Mississippi, supported by capitalized lease with Sunbeam Corporation on machinery and equipment in Holly Springs, Mississippi, used by Sunbeam Housewares Division of Sunbeam.

Agreement dated November 26, 1980, by and between Seller and ALSCO Corporation, as amended.

Purchase Agreement dated November 9, 1983 by and between Bennett-Ireland, Inc., Mr. John T. Hunter, Sunbeam Corporation and Thermco Products Corporation, as amended.

Amendment Agreement dated as of September 23, 1987 by and among Seller, Sunbeam Holdings, Inc. and Shugart Corporation.

SCHEDULE 3(xiii)  
Part 1

COLLECTIVE BARGAINING AGREEMENTS

	<u>Union Name</u>	<u>Expiration Date</u>
<u>Almet/Lawnlite</u>		
Portland, TN	United Steelworkers Local 6804	8/31/91
Baraboo, WI	United Furniture Workers Local 800	9/30/90
Vernon, CA	United Furniture Workers Local 1010	7/24/92
<u>Springfield Instrument</u>		
Wood-Ridge, NJ	Teamsters Union Local 102	12/31/92
<u>Welland Valve</u>		
Quebec	United Steelworkers Local 6950	8/31/92
<u>Northern Electric</u>		
Matamoros, MX	Sindicato de Jornaleros y Obreros	1/01/92
<u>Northern Blankets (U.K.)</u>		
	General and Municipal Workers Union (No complete formalized document)	Renewed annually, Mid-May
	Associated Technical and and Managerial Staff	Renewed annually, Mid-March

	<u>Union Name</u>	<u>Expiration Date</u>
<u>Biddeford Textile</u>		
Biddeford, ME	Amalgamated Clothing & Textile Workers Local 1856	5/02/93
<u>Solaray</u>		
Brantford, Canada	Canadian Textile & Chemical Union	9/30/90
<u>Sunbeam Canada</u>		
Toronto, Canada	United Electrical Radio & Machine Work Local 566	3/31/91
<u>Oster</u>		
Acuna, Mexico	C.T.M.	1/01/91
<u>Sunbeam Mexicana</u>		
Tlalnepantla, Mexico	C.T.M.	1/15/91
<u>Oster de Venezuela</u>		
Caracas, Venezuela	Sindicato Unico de Trabajadores De Empresas Venezolanas De Artefactores Electricos Domesticos Y Sus Similares Del Estado Lara	8/13/90
<u>Sunbeam Del Peru</u>		
Lima, Peru	Sindicato de Obreros de la Ensambladora Sunbeam Del Peru, S.A.	8/15/90



SEVERANCE PROTECTION

Almet/Lawnlite

<u>Name/Title</u>	<u>Months of Severance</u>	<u>Expiration Date</u>
Maxwell, President	1 year	6/30/91
Roche, Controller	9 months	12/31/90
West, VP Operations	9 months	12/31/90
Potter, VP Sales	9 months	12/31/90
McDanicl, VP Sales/Mkt.	9 months	12/31/90

Sunbeam Leisure

Welch, President	1 year	Evergreen
King, Exec. VP/Mfg.	9 months	12/31/90
Davidson, VP Sales	9 months	12/31/90
Jonsson, VP Mkt.	9 months	12/31/90
Edwards, VP Contr.	9 months	12/31/90
_____, President Personal Care	9 months	12/31/90

Springfield Instrument

Vogt, President	1 year	6/30/91
Schwinger, VP Finance	9 months	12/31/90
Mullane, VP Oper.	9 months	12/31/90
McDade, VP Sales	9 months	12/31/90

Northern Electric Co.

Mehra, President	1 year	6/30/91
Moss, VP South. Oper.	9 months	12/31/90
Boisvert, VP Biddeford	9 months	12/31/90
Everitt, Dir. Finance	9 months	12/31/90
Thompson, VP Mfg. Oper.	9 months	12/31/90

Hanson Scale

Stewart, President	1 year	6/30/91
Boone, Controller	9 months	12/31/90



Northern Blankets Ltd.

<u>Name/Title</u>	<u>Months of Severance</u>	<u>Expiration Date</u>
Fairfield, Mng/Dir. (Retirement scheduled 12/31/91)	Special Agreement	12/31/92

Sunbeam Corporation Headquarters

Milligan, President	2 months	
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Allegheny International Headquarters

Travers, CEO	1 year	2/91
Iapalucci, CFO	1 year	Evergreen
Schriver, Controller	1 year	Evergreen
Munson, Treasurer	9 months	7/31/91
Sargent, Legal	9 months	7/31/91



SCHEDULE 3(xiii)  
Part 1

ALLEGHENY INTERNATIONAL, INC.

A. Pension Plans

1. Pension Plan for Salaried Employees of Allegheny International, Inc.
2. Savings and Investment Plan for Allegheny International, Inc. and Member Companies
3. Allegheny International, Inc. Salaried & Hourly Consolidated Retirement Plan; includes the following sub plans:
  - a. Pension Plan for Hourly Employees of Carmet Division at the Stanton, CA Plant
  - b. Pension Plan for Hourly Employees of Precision Products, Inc. at Springfield, TN
  - c. Pension Plan for Salaried Employees of Allegheny International Exercise Co.
  - d. Pension Plan for Salaried Employees of Allegheny International Medical Technology, Inc. (pre 1-1-86 retirees and deferred vesteds)
  - e. Pension Plan for Salaried and Non-Bargaining Unit Employees of Chemetron-Railway Products, Inc. (pre 1-1-86 retirees and deferred vesteds)
  - f. Pension Plan for Employees of HTL Industries, Inc. (pre 1-1-86 retirees and deferred vesteds)
  - g. Kilgore Corporation Retirement Plan (pre 1-1-86 retirees and deferred vesteds)
  - h. Sciaky Bros., Inc. Pension Plan (pre 1-1-86 retirees and deferred vesteds)
  - i. Oster, Division of Sunbeam Corporation Hourly Wage Employees' Pension Plan (IKEW Local #1607)
  - j. Oster, Division of Sunbeam Corporation Hourly Wage Employees' Pension Plan (IAM Lodge #78)

- k. Sunbeam Equipment Corporation Hourly Wage Employees' Pension Plan (IAM Lodge #78)
- l. Pension Plan for Salaried Employees of IPM Division of Thermco Systems, Inc.
- m. Pension Plan for Hourly Employees of IPM Division of Thermco Systems, Inc. at Columbus, OH Plant
- n. Pension Plan for Salaried Employees of True Temper Corporation
- o. Carbonic Engineering Company Employees' Pension Plan
- p. Retirement Plan for Salaried Employees of GOMOC Surgical mfg. Co. (Frozen 6/20/77)
- q. Hammon Precision Equipment Company Pension Plan
- r. Pension Plan for Hourly Employees of Good Steel Service, Inc.
- s. Pension Plan for Hourly Employees of Jacobsen Manufacturing Co., Sod Master Plan, Minneapolis, MN
- t. Pension Plan for Hourly Employees of Ajax Forging and Casting Company at the Extrusion Shop Division at Troy, MI
- u. Pension Plan for Hourly Employees of F. W. Bell, Inc.
- v. Pension Plan for Hourly Employees of Carmet Company, Christopher, IL Plant
- w. Pension Plan for Hourly Employees of Carmet Company, Amcarb Division
- x. Pension Plan for Hourly Employees of Carmet Company, Goddard & Goddard Division, Burt Rd., MI Plant
- y. Pension Plan for Salaried Pensioners who Retired or Terminated from the Former Bar Products Division of Allegheny International, Inc.
- z. Pension Plan for Hourly Rated Pensioners who Retired or Terminated from the Former Bar Products Division of Allegheny International, Inc.
- aa. Pension Plan for Salaried Employees of Good Steel Services, Inc. (Frozen 5/77)
- ab. Pension Plan for Salaried Employees of Ajax Forging and Casting Division of Special Metals Corporation

- ac. Pension Plan for Hourly Employees of Ajax Forging and Casting Division of Special Metals Corporation
- ad. Pension Plan for Hourly Employees of Ajax Forging and Casting Division of Special Metals Corporation at the Jarvis and Adair Street, MI Plants
- ae. Pension Plan for Salaried and Non-Bargaining Unit Employees of Allied Healthcare Products, Inc.
- af. Pension Plan for Salaried and Non-Bargaining Unit Employees of Universal/Allied Imaging, Inc.
- ag. Chemetron Fire Systems, Inc. Retirement Plan for Boiler-makers, Iron-Ship Builders, Blacksmiths, Forgers & Helpers, AFL-CIO, Local #1308 at University Park, IL
- ah. Pension Plan for Salaried and Non-Bargaining Unit Employees of Chemetron Fire Systems, Inc.
- ai. Retirement Plan for Employees of Chemetron-Railway Products, Inc. at Greenbush, WV (IBT Local 453)
- al. Pension Plan for Hourly Employees of Carmet Division at the Madison Heights, MI Plant
- am. Sunbeam Corporation Pension Plan for Hourly Wage Employees
- an. Sunbeam Appliance Service Company (Pittsburgh Branch) Hourly Wage Employees' Pension Plan
- ao. Pension Plan for Hourly Employees of True Temper Corporation Represented by the United Steelworkers of America
- ap. Pension Plan for Salaried Employees of Bally Engineered Structures, Inc. (pre 1-1-86 retirees and deferred vesteds)
- aq. Pension Plan for Salaried Employees of F. W. Bell, Inc.
- ar. Pension Plan for Hourly Employees of F. W. Bell, Inc. at the Orlando, Florida Plant
- as. Pension Plan for Salaried Employees of Continental Testing Laboratories, Inc.
- at. Pension Plan for Hourly Employees of Continental Testing Laboratories, Inc.
- au. Pension Plan for Salaried Employees of Integrated Specialties, Inc.



- av. Pension Plan for Hourly Employees of Integrated Specialties, Inc. (Barton Plating Co.)
- aw. Sunbeam Appliance Service Company (Buffalo Branch) Hourly Wage Employees' Pension Plan
- ax. Pension Plan for Hourly Wage Employees of the Warwick Furnace Company Division of Sunbeam Equipment Corporation
- ay. Pension Plan for Spin-Off Participants from the Ogallala Plan
- az. Allegheny International, Inc. Consolidated Retirement Plan
- 4. Pension Plan for Salaried & Hourly Employees of Kennedy Company
- 5. Allegheny International, Inc. Deferred Compensation Plan
- 6. Allegheny International, Inc. Key Man Salary Continuance Program
- 7. Allegheny International, Inc. Excess Benefit Plan
- 8. Allegheny International, Inc. Deferred Compensation Make-Up Pension Plan

B. Welfare Plans

- 1. Allegheny International, Inc. All-Risk Travel Accident Plan
- 2. Surviving Spouse's Benefit Plan for Salaried Employees of Allegheny International, Inc. (Frozen)
- 3. Surviving Spouse's Benefit Plan for Salaried Pensioners who Retired from the Former Bar Products Division of Allegheny International, Inc. (Frozen)
- 4. Allegheny International, Inc. Severance Pay Plan
- 5. Allegheny International, Inc. Tuition Reimbursement Plan
- 6. Program of Life, Health and Disability Benefits for Salaried Employees of Allegheny International, Inc.
- 7. Group Health and Welfare Plan of Allegheny International, Inc. and Member Companies ("AI Umbrella Plan")
- 8. Key Man Medical Expense Program of Eligible Executives of Allegheny International, Inc. and Designated Member Companies (Part of AI Umbrella Plan)
- 9. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long term Disability Benefits and Surviving Spouses

10. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses (Part of AI Umbrella Plan)
11. Program of Life Insurance for Eligible Salaried Retirees of Allegheny International, Inc. (Part of AI Umbrella Plan)
12. Comprehensive Medical Program for Eligible Salaried Retirees and Totally Disabled Employees of Allegheny International, Inc. (Part of AI Umbrella Plan)

DIVESTED COMPANIES

Ajax Forging and Casting Division of Special Metals Corporation

1. Program of Hospital and Medical Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
2. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
3. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses (Part of AI Umbrella Plan)
4. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses (Part of AI Umbrella Plan)
5. Program of Life Insurance for Eligible Salaried Retirees (Part of AI Umbrella Plan)
6. Program of Life Insurance for Eligible Hourly Retirees (Part of AI Umbrella Plan)
7. Program of Hospital and Medical Benefits for Eligible Hourly Pensioners Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
8. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Hourly Pensioners (Part of AI Umbrella Plan)
9. Comprehensive Medical Program for Eligible Retirees (Part of AI Umbrella Plan)

Almet, Inc.

1. Program of Life Insurance for Salaried Retirees of Almet, Inc. (Part of AI Umbrella Plan)
2. Program of Hospital, Physicians' Services and Medical Benefits for Salaried Employees Receiving Long Term Disability Benefits and Salaried Retirees of Almet, Inc. (Part of AI Umbrella Plan)
3. Program of Major Medical Expense Benefits for Salaried Employees Receiving Long Term Disability Benefits and Salaried Retirees of Almet, Inc. (Part of AI Umbrella Plan)
4. Comprehensive Medical Program for Eligible Retirees of Almet, Inc. (Part of AI Umbrella Plan)

Bar Products Division of Allegheny International, Inc., Including Al-Tech

1. Program of Life Insurance for Eligible Salaried Retirees (Part of AI Umbrella Plan)
2. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses (Part of AI Umbrella Plan)
3. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses (Part of AI Umbrella Plan)
4. Program of Life Insurance for Eligible Hourly Retirees (Part of AI Umbrella Plan)
5. Program of Hospital - Medical Benefits for Eligible Hourly Pensioners and Surviving Spouses (Part of AI Umbrella Plan)
6. Comprehensive Medical Program for Eligible Retirees and Totally Disabled Retirees (Part of AI Umbrella Plan)

Chemetron Corporation and Divested Companies

1. Program of Life Insurance for Eligible Salaried Retirees of Chemetron Corporation and Divested Companies (Part of AI Umbrella Plan)
2. Program of Comprehensive Major Medical Benefits for Retired and Disabled Employees of Chemetron Corporation and Divested Companies (Part of AI Umbrella Plan)
3. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners and Salaried Employees Receiving Long Term Disability Benefits of Chemetron Corporation and Divested Companies (Part of AI Umbrella Plan)



4. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners and Salaried Employees Receiving Long Term Disability Benefits of Chemetron Corporation and Divested Companies (Part of AI Umbrella Plan)
5. Program of Life Insurance for Eligible Hourly Retirees of Chemetron Corporation and Divested Companies (Part of AI Umbrella Plan)
6. Comprehensive Medical Program for Eligible Retirees and Disabled Employees of Chemetron Corporation (Part of AI Umbrella Plan)
7. Comprehensive Medical Program for Eligible Retirees and Disabled Employees of Chemetron Process Equipment, Inc. (Part of AI Umbrella Plan)

Bennett-Ireland

1. Program of Life and Medical Benefits for Eligible Non-Union Retirees of Bennett-Ireland (Part of AI Umbrella Plan)
2. Program of Life Insurance for Eligible Union Retirees of Bennett-Ireland (Part of AI Umbrella Plan)

True Temper

1. Program of Life Insurance for Non-Union Hourly Retirees of True Temper Sports, Inc. (Part of AI Umbrella Plan)
2. Program of Hospital and Medical Benefits for Non-Union Hourly Retirees of True Temper Sports, Inc. Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
3. Program of Life Insurance for Union Hourly Retirees of True Temper Sports, Inc. (Part of AI Umbrella Plan)
4. Program of Hospital and Medical Benefits for Eligible Union Hourly Retirees and Surviving Spouses of True Temper Sports, Inc. (Part of AI Umbrella Plan)
5. Program of Life Insurance for Salaried Retirees of True Temper Sports, Inc. (Part of AI Umbrella Plan)
6. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Sports, Inc. (Part of AI Umbrella Plan)
7. Program of Major Medical Expense Benefits for Eligible Salaried Retirees, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Sports, Inc. (Part of AI Umbrella Plan)

8. Comprehensive Medical Program for Eligible Retirees and Totally Disabled Employees of True Temper sports, Inc. (Part of AI Umbrella Plan)
9. Program of Life Insurance for Non-Union Hourly Retirees of True Temper Corporation (Part of AI Umbrella Plan)
10. Program of Hospital and Medical Benefits for Non-Union Hourly Retirees of True Temper Corporation Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
11. Program of Life Insurance for Union Hourly Retirees of True Temper Corporation (Part of AI Umbrella Plan)
12. Program of Hospital and Medical Benefits for Eligible Union Hourly Retirees and Surviving Spouses of True Temper Corporation (Part of AI Umbrella Plan)
13. Program of Life Insurance for Salaried Retirees of True Temper Corporation (Part of AI Umbrella Plan)
14. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Corporation (Part of AI Umbrella Plan)
15. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Corporation (Part of AI Umbrella Plan)
16. Comprehensive Medical Program for Eligible Retirees and Totally Disabled Employees of True Temper Corporation (Part of AI Umbrella Plan)

Jackson Manufacturing

1. Program of Life Insurance for Hourly Retirees of Jackson Manufacturing Company (Part of AI Umbrella Plan)
2. Program of Life Insurance for Salaried Retirees of Jackson Manufacturing Company (Part of AI Umbrella Plan)
3. Program of Medical Benefits for Salaried Retirees of Jackson Manufacturing Company (Part of AI Umbrella Plan)
4. Comprehensive Medical Program for Eligible Retirees of Jackson Manufacturing Company (Part of AI Umbrella Plan)

Schenuit Industries, Inc.

1. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Retirees of Schenuit Industries, Inc. (Part of AI Umbrella Plan)
2. Program of Major Medical Expense Benefits for Eligible Retirees of Schenuit Industries, Inc. (Part of AI Umbrella Plan)
3. Comprehensive Medical Program for Eligible Retirees of Schenuit Industries, Inc. (Part of AI Umbrella Plan)

Precision Products, Inc.

1. Program of Life Insurance for Salaried Retirees of Precision Products, Inc. (Part of AI Umbrella Plan)
2. Program of Hospital and Medical Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
3. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)
4. Program of Hospital and Medical Benefits for Eligible Hourly Pensioners Provided by the Metropolitan Life Insurance Company (Part of AI Umbrella Plan)

Perfection Manufacturing Company

1. Program of Medical and Dental Benefits for Salaried Retirees of Perfection Manufacturing Company (Part of AI Umbrella Plan)

Chemetron-Railway Products, Inc./True Temper Railway Appliances, Inc.

1. Program of Disability Benefits for Salaried Retirees of Perfection Manufacturing Company (Part of AI Umbrella Plan)

IPM Corporation, A Division of Thermco Systems, Inc.

1. Program of Life Insurance for Salaried Retirees of IPM Corporation (Part of AI Umbrella Plan)
2. Program of Life Insurance for Hourly Retirees of IPM Corporation (Part of AI Umbrella Plan)



3. Program of Hospital and Medical Benefits Provided by Metropolitan Life Insurance Company for Retirees of IPM Corporation (Part of AI Umbrella Plan)
4. Comprehensive Medical Program for Eligible Salaried Retirees of IPM Corporation (Part of AI Umbrella Plan)

Carmet Company, Division of Sunbeam Corporation

1. Program of Hospital, Physicians' Services and Medical Benefits for Union Hourly Retirees of Carmet Company, Bad Axe, MI (Part of AI Umbrella Plan)
2. Program of Hospital, Physicians' Services and Medical Benefits for Union Hourly Retirees of Carmet Company, Madison Heights, MI (Part of AI Umbrella Plan)
3. Program of Life Insurance for Salaried Retirees of Carmet Company (Part of AI Umbrella Plan)
4. Program of Life Insurance for Hourly Retirees of Carmet Company (Part of AI Umbrella Plan)
5. Program of Hospital and Medical Benefits Provided by Metropolitan Life Insurance Company for Salaried Retirees of Carmet Company (Part of AI Umbrella Plan)

C. Miscellaneous Benefit Arrangements

1. Allegheny International, Inc. Stock Option and Stock Award Plan
2. Allegheny International, Inc. Incentive Compensation Plan
3. Allegheny International, Inc. maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Almet/Lawnlite, Inc.

1. Pension Plans
  - a. Pension Plan for Salaried Employees of Almet/Lawnlite, Inc.
  - b. Retirement Income Plan for Plant Personnel of Almet/Lawnlite, Inc.
  - c. Pension Plan for Hourly Employees of Almet/Lawnlite, Inc. at Baraboo, WI

- d. Pension Plan for Non-Union Hourly Employees of Almet/Lawnlite, Inc. at the Nacogdoches, TX Plant
- e. Pension Plan for Non-Union Hourly Employees of Almet/Lawnlite, Inc. at the Louisburg, NC Plant

2. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Salaried Employees of Almet/Lawnlite, Inc. (Part of AI Umbrella Plan)
- b. Program of Life Insurance for Salaried Retirees of Almet/Lawnlite, Inc. (Part of AI Umbrella Plan)
- c. Program of Life and Health Benefits for Union Hourly Employees of Almet/Lawnlite, Inc., Baraboo, WI (Part of AI Umbrella Plan)
- d. Program of Life and Health Benefits for Union Hourly Employees of Almet/Lawnlite, Inc., Portland, TN (Part of AI Umbrella Plan)
- e. Program of Life and Health Benefits for Non-Union Hourly Employees of Almet/Lawnlite, Inc., Louisburg, NC and Nacogdoches, TX (Part of AI Umbrella Plan)
- f. Almet/Lawnlite, Inc. Tuition Aid Plan

3. Miscellaneous Benefit Arrangements

Almet/Lawnlite, Inc. maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Eliskim, Inc. (Formerly True Temper Corporation)

1. Welfare Plans as Defined in ERISA Section 3(1).

- a. Surviving Spouse's Benefit Plan for Salaried Employees of True Temper Corporation (Frozen)

Sunbeam Appliance Company

1. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Exempt Salaried Employees and Sales Staff of Sunbeam Appliance Company and Exempt Salaried Employees of the Sunbeam North American Appliance Division, Chicago, IL (Part of AI Umbrella Plan)
- b. Program of Life, Health and Disability Benefits for Non-Exempt Salaried Employees of Sunbeam Appliance Company and Sunbeam North American Appliance Division, Chicago, IL (Part of AI Umbrella Plan)

- c. Program of Life, Health and Disability Benefits for Exempt Salaried Employees of Sunbeam Appliance Company, Coushatta, LA and Holly Springs, MS (Part of AI Umbrella Plan)
  - d. Program of Life, Health and Disability Benefits for Non-Exempt Salaried Employees of Sunbeam Appliance Company, Coushatta, LA and Holly Springs, MS (Part of AI Umbrella Plan)
  - e. Program of Life, Health and Disability Benefits for Non-Union Hourly Employees of Sunbeam Appliance Company, Coushatta, LA and Holly Springs, MS (Part of AI Umbrella Plan)
  - f. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by Lodge 113 of the IAM & AW, Chicago, IL (Part of AI Umbrella Plan)
  - g. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the Tool & Die Makers, Chicago, IL (Part of AI Umbrella Plan)
  - h. Program of In-Hospital Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Company (Part of AI Umbrella Plan)
  - i. Program of Comprehensive Medical Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Company (Part of AI Umbrella Plan)
  - j. Program of Life Insurance for Salaried Retirees of Sunbeam Appliance Company (Part of AI Umbrella Plan)
  - k. Program of Life Insurance for Hourly Retirees of Sunbeam Appliance Company (Part of AI Umbrella Plan)
  - l. Oster/Sunbeam Appliance Company Severance Pay Plan (Part of AI Umbrella Plan)
  - m. Sunbeam Appliance Company, Division of Sunbeam Corporation Tuition Reimbursement Program (Part of AI Umbrella Plan)
  - n. Appliance Company, Division of Sunbeam Corporation, Program of Life, Health & Disability Benefits for Salaried Employees of Oster/Sunbeam (Part of AI Umbrella Plan)
3. Miscellaneous Benefit Arrangements

Sunbeam Appliance Company maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.



Oster

1. Pension Plans

- a. Oster, Division of Sunbeam Corporation Employees' Profit Sharing Plan

2. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Salaried Employees of Oster/Sunbeam Appliance Company, Division of Sunbeam Corporation (Part of AI Umbrella Plan)
- b. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the IBEW, Milwaukee, WI (Part of AI Umbrella Plan)
- c. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the IAM, Milwaukee, WI (Part of AI Umbrella Plan)
- d. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the IBEW, Dayton, TN (Part of AI Umbrella Plan)
- e. Program of Life, Health and Disability Benefits for Non-Union Hourly Employees, McMinnville, TN (Part of AI Umbrella Plan)
- f. Program of Life, Health and Disability Benefits for Non-Union Hourly Employees, Cookeville, TN (Part of AI Umbrella Plan)
- g. Program of Life, Health and Disability Benefits for Temporary Office Personnel, Inc. (Part of AI Umbrella Plan)
- h. Program of Health Benefits for Salaried Employees who Retired Prior to January 1, 1984 (Part of AI Umbrella Plan)
- i. Program of Medical Benefits for Union Hourly Employees Represented by the IAM (Part of AI Umbrella Plan)
- j. Program of Medical Benefits for Union Hourly Employees Represented by the IBEW who Retired On or After June 30, 1984 (Part of AI Umbrella Plan)
- k. Program of Life Insurance for Salaried Employees who Retired On or After January 1, 1984 (Part of AI Umbrella Plan)
- l. Program of Medical Benefits for Salaried Employees who Retired On or After January 1, 1984 (Part of AI Umbrella Plan)
- m. Oster/Sunbeam Severance Pay Plan

- n. Oster, Division of Sunbeam Corporation Educational Assistance Program
  - o. Program of Medical Benefits for Salaried Employees who Retired On or After January 1, 1990 (Part of AI Umbrella Plan)
3. Miscellaneous Benefit Arrangements
- Oster maintains various practices relating to sick leave, jury duty, holidays, vacations, automobile, etc.

Sunbeam Corporation

1. Pension Plans

- a. Pension Plan for Salaried Employees of Sunbeam Corporation includes the following sub-plans:
  - 1. Pension Plan for Hourly Wage Employees of Sunbeam Corporation (Southern Division)
  - 2. Pension Plan for Hourly Wage Employees of Oster/Sunbeam Appliance Company (McMinnville facility)
  - 3. Oster, Division of Sunbeam Corporation Hourly Wage Employees' Pension Plan (Dayton facility)
  - 4. Pension Plan for Hourly Wage Employees of Oster/Sunbeam Appliance Company (Cookeville, TN facility)
  - 5. Pension Plan for Salaried Employees of Oster/Sunbeam Appliance Company
  - 6. Sunbeam Corporation Pension Plan for Hourly Wage Employees in General Unit
  - 7. Sunbeam Corporation Pension Plan for Hourly Wage Employees in Tool & Die Unit
  - 8. Pension Plan for Hourly Wage Employees of Sunbeam Appliance Service Company
  - 9. Pension Plan for Salaried and Hourly Employees of Carpet Division
- b. Sunbeam Corporation Deferred Compensation Plan

2. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Exempt Salaried Employees of Sunbeam Appliance Service Company (Part of AI Umbrella Plan)

- b. Program of Life, Health and Disability Benefits for Non-Exempt Salaried Employees of Sunbeam Appliance Service Company (Part of AI Umbrella Plan)
- c. Program of In-Hospital Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Service Company (Part of AI Umbrella Plan)
- d. Program of Comprehensive Medical Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Service Company (Part of AI Umbrella Plan)
- e. Program of Life Insurance for Salaried Retirees of Sunbeam Appliance Service Company (Part of AI Umbrella Plan)
- f. Program of Life Insurance for Hourly Retirees of Sunbeam Appliance Service Company (Part of AI Umbrella Plan)

Sunbeam Management Services, Ltd.

1. Pension Plan

None - (employees participate in the Sunbeam Salaried Pension Plan)

2. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Salaried Employees of Sunbeam Management Services, Ltd., Corp. (Part of AI Umbrella Plan)
- b. Program of Life Insurance for Salaried Retirees of Sunbeam Management Services, Ltd., Corp. (Part of AI Umbrella Plan)
- c. Program of Medical Benefits for Salaried Retirees of Sunbeam Management Services, Ltd., Corp. (Part of AI Umbrella Plan)
- d. Sunbeam Intercontinental, Ltd., Tuition Reimbursement Plan

3. Miscellaneous Benefits Arrangements

Sunbeam Management Services, Ltd. maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Sunbeam Leisure Products Company

1. Pension Plan

- a. Sunbeam Corporation Profit Sharing Plan for its Sunbeam Leisure Products Division



2. Welfare Plans

- a. Sunbeam Leisure Products Company Group Insurance Plan
- b. Sunbeam Leisure Products Company Dental Plan
- c. Program of Disability Benefits for Salaried Employees of Sunbeam Leisure Products, Inc. (Part of AI Umbrella Plan)
- d. Sunbeam Leisure Products Company Division of Sunbeam Corporation Tuition Reimbursement Plan

3. Miscellaneous Benefit Arrangements

Sunbeam Leisure Products Company Maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Springfield Instrument Company

1. Pension Plan

- a. Springfield Instrument Company, Division of Sunbeam Corporation Profit Sharing Plan

2. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Salaried Employees of Springfield Instrument Company (Part of AI Umbrella Plan)
- b. Program for Life Insurance for Salaried Retirees of Springfield Instrument Company (Part of AI Umbrella Plan)
- c. Program of Life and Health Benefits for Union Hourly Employees of Springfield Instrument Company (Part of AI Umbrella Plan)
- d. Program of Life Insurance Benefits for Salaried Retirees of Sunbeam Clock Company (Part of AI Umbrella Plan)
- e. Program of Hospital Benefits for Salaried Retirees of Sunbeam Clock Company (Part of AI Umbrella Plan)
- f. Springfield Instrument Company Division of Sunbeam Corporation Tuition Reimbursement Plan

3. Miscellaneous Benefit Arrangements

Springfield Instrument Company maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Hanson Scale Company

1. Pension Plan
  - a. Sunbeam Corporation Profit Sharing Plan for its Hanson Scale Company Division
2. Welfare Plans
  - a. Program of Life, Health and Disability Benefits for Salaried Employees of Hanson Scale Company (Life only) (Part of AI Umbrella Plan)
  - b. Program of Life and Health Benefits for Hourly Employees of Hanson Scale Company (Life only) (Part of AI Umbrella Plan)
  - c. Hanson Scale Company Division of Sunbeam Corporation Tuition Refund Plan
  - d. Hanson Scale Company Health and Dental Insurance Plan
3. Miscellaneous Benefit Arrangements

Hanson Scale Company maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Northern Electric Company

1. Pension Plan
  - a. Northern Electric Company, Division of Sunbeam Corporation Profit Sharing Plan
2. Welfare Plans
  - a. Program of Life, Health and Disability Benefits for Eligible Employees of Northern Electric Company, Chicago, Ill (Health Benefits apply only to Dental Benefits) (Part of AI Umbrella Plan)
  - b. Program of Life, Health and Disability Benefits for Exempt Salaried Employees of Northern Electric Company, Southern Locations (Health Benefits apply only to Dental Benefits) (Part of AI Umbrella Plan)
  - c. Program of Life and Health Benefits for Clerical and Hourly Paid Factory Employees of Northern Electric Company, Southern Locations (Health Benefits apply only to Dental Benefits) (Part of AI Umbrella Plan)

- d. Program of Life Insurance for Salaried Retirees of Northern Electric Company (Part of AI Umbrella Plan)
  - e. Program of Life Insurance for Clerical and Hourly Retirees of Northern Electric Company, Southern Locations (Part of AI Umbrella Plan)
  - f. Program of Medical Benefits for Salaried Retirees of Northern Electric Company (Part of AI Umbrella Plan)
  - g. Comprehensive Medical Program for Eligible Exempt Salaried Retirees and Totally Disabled Employees of Northern Electric (Part of AI Umbrella Plan)
  - h. Northern Electric Company Group Hospitalization Plan
  - i. Northern Electric Company Division of Sunbeam Corporation Tuition Refund Plan
3. Miscellaneous Benefit Arrangements

Northern Electric Company maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Biddeford Textile Company

1. Pension Plan

None - (Biddeford salaried and non-union hourly employees participate in the Northern Electric Company Profit Sharing Plan.)

2. Welfare Plans

- a. Program of Life, Health and Disability Benefits for Salaried Employees of Biddeford Textile Company (Part of AI Umbrella Plan)
- b. Program of Life, Health and Disability Benefits for Clerical Employees of Biddeford Textile Company (Part of AI Umbrella Plan)
- c. Program of Life and Health Benefits for Union and Non-Union Hourly Factory Employees of Biddeford Textile Company (Part of AI Umbrella Plan)
- d. Program of Life Insurance for Salaried and Clerical Retirees of Biddeford Textile Company (Part of AI Umbrella Plan)
- e. Program of Medical Benefits for Early Salaried and Clerical Retirees of Biddeford Textile Company (Part of AI Umbrella Plan)
- f. Program of Life Insurance for Hourly Factory Retirees of Biddeford Textile Company (Part of AI Umbrella Plan)



- g. Program of Medical Benefits for Early Hourly Factory Retirees of Biddeford Textile Company (Part of AI Umbrella Plan)
  - h. Comprehensive Medical Program for Eligible Factory Retirees of Biddeford Textile Company (Part of AI Umbrella Plan)
  - i. Biddeford Textile Company Division of Sunbeam Corporation Salaried and Clerical Employees' Tuition Reimbursement Program
3. Miscellaneous Benefit Plans

Biddeford Textile Company maintains various practices relating to sick leave, jury duty, holidays, vacations, automobiles, etc.

Thmsys Co., Inc.

1. Pension Plan
  - a. Thermco Systems, Inc. Employees' Pension Plan

Sunbeam Canada

1. Sunbeam Corporation (Canada) Ltd. Pension Plan for Hourly Paid Employees
2. Sunbeam Corporation (Canada) Ltd. Salaried Employees' Retirement Plan
3. Sunbeam Corporation (Canada) Ltd. Group Net. Savings Plan
4. Extended Healthcare & Dental Plan
5. Life Insurance Plan
6. Sunbeam Canada maintains various practices relating to sick leave, holidays, vacations, etc.

Solaray

1. Salaried Employees Group Insurance Benefits
2. Hourly Employees Group Insurance Benefits
3. Solaray maintains various practices relating to sick leave, holidays, vacations, etc.

Welland Vale

1. Employee Insurance Plan
2. Hourly Employees' Retirement Severance Allowance
3. Welland Vale maintains various practices relating to sick leave, holidays, vacations, etc.

Participation in Multiemployer Plans

1. Hourly employees at Northern/Biddeford participate in the ACTWU Multiemployer Pension Fund
2. Hourly employees at the Almet/Lawnlite facility in Vernon, California participate in a multiemployer welfare plan affiliated with the Furniture Workers Union

SCHEDULE 3(xiii)  
Part 2

1. Wilson v. Sunbeam - Plaintiffs have alleged, inter alia, ERISA and ADEA violations in conjunction with Sunbeam Corporation's elimination of certain subsidized lump sum retirement options from the Sunbeam Salaried Employees' Pension Plan.
2. There exist a number of unresolved, contested, unliquidated or liquidated claims filed by various former officers of Debtors which involve, inter alia, employee benefit matters, as set forth on Schedule 3(x) hereto.
3. Withdrawal From or Cessation of Timely Contributions to Multi-Employer Plans:

a. IAM National Pension Fund Benefit Plan A

Until January 1, 1981, Chemetron Corporation, for its Tube Turns Division, and Tube Turns Philadelphia, Inc. and Pennsylvania Forge Corporation, made contributions to the IAM National Pension Fund Benefit Plan A ("Fund").

Two facilities operated in Philadelphia - (the "Machine Shop" and "Forge Shop").

The Forge Shop was shutdown April 25, 1980 and the Machine Shop was sold on January 1, 1981.

The Fund assessed partial withdrawal liability in the amount of \$539,281. This amount was being repaid in quarterly installments of \$47,045. The balance owed as of December 31, 1987 was approximately \$100,000. This is a Chemetron scheduled liability.

b. International Molders And Allied Workers Union Pension Fund

Allegheny International, Inc. ceased to be a Contributing employer to the Fund in November, 1983, when the Bennett-Ireland Division was sold to Bennett-Ireland, Inc., which agreed to become a participating employer in this Fund. AI, pursuant to Section 4204 of ERISA, remains contingently liable to this Fund for withdrawal liability of approximately \$444,000 if Bennett-Ireland, Inc. terminates its participation in this Fund prior to December 31, 1988. The Fund has alleged that Bennett Ireland, Inc. did in fact terminate its participation in the Fund prior to December 31, 1988 and that AI and Sunbeam Corporation are liable to the Fund for said withdrawal liability, less \$50,000 paid to the Fund pursuant to a bond which AI or Sunbeam Corporation posted in 1983. Debtors have opposed the Fund's motion for authorization to file a late claim. The matter is pending in Bankruptcy Court.



4. ALLOWED CLAIMS:

Andrews, E.F.	\$ 520,000.00
J. Branagan	182,000.00
H. Butler	212,608.76
R. Clebourne	88,019.00 100,563.22
W. Kirkpatrick	300,909.08
Lloyd	87,040.00
E. Smith	199,975.00
Taylor	90,000.00

SCHEDULE 3(xiii)  
Part 3

1. The Sunbeam Corporation (Canada) Ltd. Pension Plan for Hourly Paid Employees has unfunded liabilities of approximately C\$37,000 as of September 30, 1989. It is not expected that such unfunded liabilities will exceed C\$100,000 as of the date hereof.

SCHEDULE 3(xv)

INSURANCE

I. Property

- A. Fire and Extended Coverage  
(Includes Boiler & Machinery)  
Industrial Risk Insurers  
Policy No. 31-3-52031  
\$25,000 deductible per occurrence  
Policy Period: January 1, 1990 to January 1, 1991
- Boiler and Machinery (Texas)  
Travelers Indemnity Company  
Policy No. EEBMC-932G757790TRI  
\$40,000,000 limit  
Deductible: \$10,000  
Policy Period: January 1, 1990 to January 1, 1991
- B. Business Interruption  
Industrial Risk Insurers  
Policy No. 31-3-52393  
\$25,000 deductible per occurrence  
Policy Period: January 1, 1990 to January 1, 1991
- C. Manufacturer's Output Policy  
Wm. H. McGee  
Policy No. SCIP 407009 and ECIP 803855  
\$10,000 deductible per occurrence for property at fixed  
locations/\$5,000 deductible per occurrence for  
property in due course of transit  
\$10,000 limit per occurrence  
Policy Period: January 1, 1990 to January 1, 1991
- Excess Manufacturer's Output Policy  
Home Insurance Company  
Policy No. TR-316440  
\$5,000,000 X/S of \$10,000,000  
\$10,000,000 deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991



Excess Manufacturer's Output Policy  
Mutual Marine Office Midwest, Inc./Utica  
Policy No. MMMW 88940  
\$5,000,000 X/S \$15,000,000  
\$15,000,000 deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

Excess Manufacturer's Output Policy  
Commonwealth of Vancouver  
Policy No. CWMP 3891  
\$10,000,000 excess of \$20,000,000  
\$10,000,000 part of \$20,000,000 deductible applicable  
in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

D. Difference in Condition  
Wm. H. McGee  
Policy No. EITF 799894 and SITF 802710  
\$250,000 deductible for flood  
5% of values at any one location, minimum \$500,000  
deductible for earthquake  
\$25,000 deductible per occurrence except for flood and  
earthquake  
\$10,000,000 limit per occurrence  
Policy Period: January 1, 1990 to January 1, 1991

Excess Difference in Condition  
Home Insurance Company  
Policy No. TR 316365  
\$5,000,000 excess of \$10,000,000 deductible applicable  
in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

Excess Difference in Condition  
Mutual Marine Office Midwest, Inc.  
Policy No. MMMW 88939  
\$5,000,000 part of \$10,000,000 excess of \$15,000,000  
deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

Excess Difference in Condition  
Commonwealth Insurance Co., Vancouver, BC  
Policy No. CWMP-3890  
\$5,000,000 part of \$10,000,000 excess of \$15,000,000  
deductible applicable in primary layer  
Policy Period: January 1, 1990 to January 1, 1991

E. Mortgage Impairment

Wm. H. McGee & Co.

Policy No. OCMP-821623

Limits: Impaired - \$13,280,574

Foreclosed - \$1,376,262

Owned - \$2,693,463

Deductibles: \$25,000 - Impaired; \$50,000 - All Other  
\$100,000 as respects Springs, Texas

Policy Period: January 1, 1990 to January 1, 1991

Springs, Texas: Industrial Insurance Co. of Hawaii

Policy No. 2440342107

Limit: \$6,000,000

Deductible: \$100,000

Policy Period: January 1, 1990 to January 1, 1991

F. Ocean Cargo and War Risk

Fireman's Fund Insurance Co.

Policy No. OP-16254, WR16254

Liability Limit: \$5,000,000 - Excepting: \$1,000,000

any one barge or \$3,000,000 any one tow (except as  
connecting conveyance) in protected inland waters; or

\$1,000,000 any one barge or tow (except as connecting  
conveyance) in unprotected waters

Policy Period: March 20, 1986 until cancelled

G. Nuclear Energy Liability

NELPIA

Policy No. NS310

\$10,000,000 limit of liability

Policy Period: January 1, 1976 until cancelled

II. Casualty

A. Worker's Compensation - Statutory Limits

National Union Fire Insurance Co. of Pittsburgh, PA

Policy Nos. RMWC (TBA) (CA)

RMWC 4195128 (LA)

RMWC 4195129 (AZ, MD & OR)

RMWC 4195127 (TX)

RMWC 4195126 (All but AZ, CA, MD, OR, LA,  
TX & monopolistic fund  
states)

Birmingham Fire Insurance

Policy No. RMWC 4195129 (AZ, OR & MD)

Loss Limit: Statutory

Employer's Liability - \$2,000,000 per occurrence and  
annual aggregate

Policy Period: July 1, 1990 to July 1, 1991

Landmark Insurance Co.  
Policy No. RMWC 4195128 (LA)  
Loss Limit: Statutory  
Employer's Liability - \$2,000,000 per occurrence and  
annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

Workers Compensation - Biddeford Textile  
Commercial Union Insurance Co.  
Policy No. CM0616381  
Loss Limit: Statutory  
Policy Period: February 1, 1990 to  
September 22, 1990

B. 1. ACTIVE

Comprehensive General Liability (United States)  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy No. RMGL 2496540 and No. RMGLTX 20-6742  
\$1,500,000 per occurrence/\$7,000,000 annual  
aggregate limit  
Self-Insured Retention  
\$500,000 per occurrence/\$500,000 annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

Comprehensive General Liability (Canada)  
American Home Assurance Co.  
Policy No. RMGLA 2495913  
\$1,500,000 per occurrence/\$7,000,000 annual  
aggregate limit (included in U.S. limits)  
Self-Insured Retention  
\$500,000 per occurrence/\$500,000 annual aggregate  
Policy Period: July 1, 1990 to July 1, 1991

2. INACTIVE

Comprehensive General Liability (United States)  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy No. RMGLCM (TBA)  
\$1,000,000 per occurrence/\$7,000,000 annual  
aggregate limit  
Self-Insured Retention  
\$1,000,000 per occurrence/\$1,000,000 annual  
aggregate limit  
Policy Period: July 1, 1990 to July 1, 1991



C. Automobile Liability  
National Union Fire Insurance Co. of Pittsburgh, PA  
Policy Nos. RMCA 5629426  
RMBATX 5629428  
\$2,000,000 limit per occurrence  
Policy Period: July 1, 1990 to July 1, 1991

Automobile Liability (Canada)  
American Home Assurance  
Policy No. RMBA 2046064  
\$2,000,000 limit per occurrence  
Policy Period: July 1, 1990 to July 1, 1991

D. Umbrella Liability  
Various London and American Carriers  
\$100,000,000 limit per claim and annual aggregate  
excess of National Union outlined under A, B and C  
above  
Policy Period: July 1, 1990 to July 1, 1991

E. Travel Accident - covers accidental death or injury to  
salaried employees while travelling on company  
business.

American International Group Life Insurance Company  
Policy No. GTP 8034286

Benefits:

Employees earning less than \$ 25,000	\$ 75,000
Employees earning less than \$ 50,000	\$150,000
Employees earning less than \$100,000	\$300,000
Employees earning more than \$100,001	\$500,000

Policy Period: January 1, 1990 to January 1, 1991

F. Fidelity - Employee Dishonesty

National Union Fire Insurance Company  
Policy No. 363-8631

\$10,000,000 - employee dishonesty  
\$10,000,000 - forgery  
\$10,000,000 - transit coverage

Deductible - \$750,000 (except for credit card forgery  
which has \$5,000 deductible)  
Policy Period: July 15, 1990 to July 15, 1991

- G. Pension Trust Liability and Directors' and Officers'  
National Union Fire Insurance Co. of Pittsburgh, PA  
Pension Limit of Liability  
Policy No. 352-88-03  
\$10,000,000 limits/\$75,000 deductible
1. Directors' and Officers' Limit of Liability  
\$15,000,000 each year/\$1,000,000 deductible  
Policy Period: August 1, 1989 to June 1, 1991
  2. \$5,000,000 Limit of Liability  
Excess of Primary \$15,000,000 for acts occurring  
and reported post June 1, 1990  
Policy Period: June 1, 1990 to June 1, 1991
- H. Non-Owned Aircraft Liability  
USAIG  
Policy No. 360AC-179537  
\$20,000,000 - Combined BI/PD each occurrence  
\$3,000 - Medical payments each person  
Policy Period: May 15, 1990 to May 15, 1991
- I. Hangerkeepers Liability  
USAIG  
Policy No. ALO-13449  
\$10,000,000 each occurrence  
Policy Period: May 15, 1990 to May 15, 1991
- J. Aircraft Products Liability  
National Union Fire Insurance Company of Pittsburgh, PA  
Policy No. AP5388846  
\$100,000,000 each occurrence and annual aggregate  
Policy Period: September 1, 1989 to September 1, 1990

### III. Worldwide Master Policies

- A. Property Damage and Business Interruption  
Fidelity and Casualty Insurance Company  
Policy Period: November 30, 1989/90  
All Risk - Subject to exclusions as per previously  
submitted policy form  
\$10,000,000 per occurrence with a \$10,000,000 per  
occurrence limit for the peril of earthquake in Japan  
and Mexico  
Deductible: \$10,000 per occurrence for manufacturing  
locations with PL/BI combined values of \$10,000,000  
or greater



1. Local insurance policies renewed at following values on November 30, 1989 and reinsured by master underwriter or locally licensed underwriters:

<u>Country</u>	<u>Subsidiary</u>	<u>P.D.</u> <u>(U.S. \$)</u>	<u>L.I.</u> <u>(U.S. \$)</u>	<u>Total</u> <u>(U.S. \$)</u>
Germany	Oster	\$ 4,240,860	\$ 1,631,100	\$ 5,871,960
Hong Kong	Sunbeam	335,446	792,704	1,128,150
Mexico	Sunbeam	23,129,846	13,038,857	36,169,703
	Northern Elec.	4,150,000	0	4,150,000
	Apar. Acuna	5,040,000	560,000	5,600,000
Peru	Sunbeam	3,213,928	3,000,000	6,213,928
U.K.	Oster	2,614,105	1,186,125	3,827,230
	North. Blanket	7,379,279	9,489,000	16,868,279
Venezuela	Oster	5,110,550	5,443,330	10,553,880
	TOTALS	\$50,241,014	\$35,141,116	\$90,382,130

B. Casualty

Comprehensive General and Automobile Liability

Fidelity and Casualty Insurance Company

Policy No. L2453974

Policy Period: November 30, 1989/90

Description of Risk: Inclusion of an Engineering and Architect E/O exclusion; revised Sudden and Accident Pollution; only \$1,000,000 in Excess/DIC coverage to U.K. operation's losses.

Fidelity and Casualty Insurance Company

Policy No. LX 188130

Policy Period: November 30, 1990/91

\$1,000,000 X/S \$1,000,000 each occurrence



SURETY BONDS

<u>COMPANY</u>	<u>BOND DESCRIPTION</u>	<u>BOND NUMBER</u>	<u>EFFECTIVE DATES</u>	
			<u>FROM:</u>	<u>TO</u>
Allegheny Int'l Gen. Term/Customs 301				
AI	Maintenance Bond (Ajax Forging & Casting)	80376358	07/02/88	07/02/93
Activity I	AI	118812385	08/05/88	Cont.
	Almet/Lawnlite	118812396	08/05/88	Cont.
	Sunbeam Corp.	118812411	08/05/88	Cont.
	Sunbeam Intercontinental	118812422	08/05/88	Cont.
Activity II	Northern Elec., Div. Sunbeam Corp.	248801906	08/05/88	Cont.
	Sunbeam Intercontinental	528812266	08/05/88	Cont.
Activity III	Oster, Div. Sunbeam Corp.	118812433	08/05/88	Cont.
Almet/Lawnlite	Notary - TN - V. E. Sudbury	400HT4644	06/04/88	06/04/92
	Notary - TN - J. M. Schroeder	400HT4680	06/30/88	06/30/92
Northern Electric	Interstate Motor Fuel User - Kansas	265 5580	04/14/90	04/14/92
	Motor Carrier Tax - AZ	2646994	12/26/86	12/26/92
Oster	Guarantee Payment of Utilities - Cookeville	2655266	03/11/87	03/11/91
	Interstate Motor Carrier Alabama	08-09-00	04/18/90	Cont.
	Highway Use - Kentucky	KO 3162394	09/01/89	09/01/90
	Fuel User - Arkansas	08-08-51	01/01/90	Cont.
	Tax - Fuel - Tennessee	08-08-52	01/10/90	Cont.
	Tax - Motor Fuel/Diesel Fuel Imported - OK	08-08-99	04/18/90	Cont.
	Tax - Motor Fuel/Special Fuel - MO	2646992	01/27/87	01/27/93
	Tax - Motor Fuel - MS	2655582	04/20/90	04/20/93

<u>COMPANY</u>	<u>BOND DESCRIPTION</u>	<u>BOND NUMBER</u>	<u>EFFECTIVE DATES</u>	
			<u>FROM</u>	<u>TO</u>
	Tax - Motor Carrier - PA	2646991	01/01/87	01/01/93
	Special Fuels Tax - LA	2655267	03/19/87	03/19/90
Springfield Instrument	Security Deposit - Curtiss Wright	2655268	03/01/86	03/01/96
Sunbeam Appliance	Notary - IL - Retha Hodge	2646925	02/05/87	02/05/91
Sunbeam Leisure	Tax - Highway Motor Fuel Users - KY	2647019	01/06/90	01/06/93
	Tax - Interstate Motor Fuel User - KS	2646990	01/01/90	01/01/93

SCHEDULE 3 (xvi)

RESIGNATIONS

DRS20/42



CHEMETRON INVESTMENTS, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President and Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/85

Eliskim, Inc.

Officers

O. S. Travers  
S. H. Iapalucci

President  
Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/89

Woodshaft, Inc.

Officers

O. S. Travers  
S. H. Iapalucci

President  
Vice President & Secretary

Directors

S. H. Iapalucci  
A. F. Munson

KJC9/88



AL-Industrial Products, Inc.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
K. J. Charlton	Assistant Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/87

Magnetics and Electronics, Inc. (Delaware)

Officers

O. S. Travers  
S. H. Iapalucci

President  
Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/86

ALLEGHENY INTERNATIONAL (USA), INC.

Officers

O. S. Travers, Jr.      President  
S. H. Iapalucci        Vice President and Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/84



NATIONAL CYLINDER GAS COMPANY

OFFICERS

O. S. Travers  
S. H. Iapalucci

President  
Vice President & Secretary

DIRECTORS

S. H. Iapalucci  
A. R. Munson

KJC9/83

AI REALTY MARKETING OF NEW YORK, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

AI REALTY MANAGEMENT OF NEW YORK, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson



ALLEGHENY INTERNATIONAL REALTY OF FLORIDA, INC. - DE

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/62

THMSYS CO., INC.  
Name Change Effective 3/27/89

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

SUNBEAM INTERCONTINENTAL LIMITED

Officers

G. S. Travers	President
S. H. Iapalucci	Vice President and Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/79



ALMET/LAWNLITE, INC.

Officers

O. S. Travers	Chairman
S. H. Iapalucci	Vice President and Secretary
K. J. Charlton	Assistant Secretary
D. R. Sargent	Assistant Secretary
J. P. Foerster	Vice President - Taxes

Directors

S. H. Iapalucci  
A. P. Munson

KJC9/78

FLARECO ENTERPRISES, INC. (Delaware)

Officers

O. S. Travers  
S. H. Iapalucci  
F. B. Smith

President  
Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

. KJC9/71

SUNBEAM HOLDINGS, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
K. J. Charlton	Assistant Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/77



INSULPAN COMPANY  
(formerly named Alply, Inc.)  
Name Change Effective 1/30/89

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

TEMRAC COMPANY, INC.  
Name Changed 3/18/88

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

Integrated Specialties, Inc.

Officers

O. S. Travers  
S. H. Iapalucci

President  
Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/49



ALLEGHENY INTERNATIONAL CREDIT CORPORATION

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/50

Allegheny International Exercise Co.

Officers

O. S. Travers  
S. H. Iapalucci

President  
Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/51

AI REALTY, INC. - NORTH CAROLINA - NC

OFFICERS

O. S. Travers  
S. H. Iapalucci  
F. B. Smith

President  
Vice President & Secretary  
Vice President

DIRECTORS

S. H. Iapalucci  
A. R. Munson

KJC9/52



AI PROPERTIES OF NEW YORK, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

AI DEVELOPMENT OF FLORIDA, INC.

OFFICERS

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

DIRECTORS

S. H. Iapalucci  
A. R. Munson

KJC9/54

AI REALTY DOVER OF NEW YORK, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson



AIR OF DALLAS, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President and Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

AIR REALTY OF HOUSTON, INC.

Officers

C. S. Travers	President
S. H. Iapalucci	Vice President and Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

ALLEGHENY BRIARCLIFF OF SC, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/58



ALLEGHENY CASTLE RIDGE OF COLORADO, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

CASTLE RIDGE VENTURER, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

VERO DUNES VENTURER, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President and Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson



KAIMONA, INC.

Officers

R. H. Schriver	President
S. H. Iapalucci	Vice President and Secretary
K. J. Charlton	Assistant Secretary
D. R. Sargent	Assistant Secretary

Directors

S. H. Iapalucci  
A. R. Munson  
R. H. Schriver

ALLEGHENY INTERNATIONAL REALTY OF SOUTH CAROLINA, INC. - SC

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/64

ALLEGHENY INTERNATIONAL REALTY OF TEXAS, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
A. R. Munson	Vice President & Treasurer

Directors

S. H. Iapalucci  
A. R. Munson



ALLEGHENY OAKS OF FLORIDA, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

ALLEGHENY SHERRY LANE MANAGEMENT, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

Almet/Lawnlite of Delaware, Inc.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/68



ALLEGHENY INTERNATIONAL INVESTMENT MANAGEMENT COMPANY

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/69

NEW BRA-CON INDUSTRIES, INC.

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President and Secretary
F. B. Smith	Vice President

Directors

S. H. Iapalucci  
A. F. Munson

CHEMETRON CORPORATION

Officers

O. S. Travers	President
S. H. Iapalucci	Vice President and Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/70



INFOSWITCH, INC.

Officers

C. S. Travers	President
S. H. Iapalucci	Vice President & Secretary
F. B. Smith	Vice President
K. J. Charlton	Assistant Secretary

Directors

S. H. Iapalucci  
A. R. Munson

KJC9/72

SUNBEAM CORPORATION

Officers

O. S. Travers	Chairman
J. Milligan	President & CEO
S. H. Iapalucci	Vice President, Chief Financial Officer & Secretary
K. J. Charlton	Assistant Secretary
J. P. Foerster	Assistant Secretary

Directors

O. S. Travers  
A. J. A. Bryan  
R. M. Cyert  
R. P. Farkas  
T. H. Maddux

SCHEDULE 4(iv)

Governmental Consents of Purchaser

Except as otherwise provided in the Agreement, there are no governmental consents required of Purchaser to consummate the transactions contemplated under the Agreement.



SCHEDULE 5 (a) (iii)

SECRETARY'S CERTIFICATES NOT DELIVERED

Sunbeam A.G.  
Scripto Industries (Shannon) Limited  
Scripto Industries (Ireland) Limited  
Wilkinson Limited  
Sunbeam (Uruguay) S.A.  
True Temper de Venezuela, S.A.  
Northern-NECO Limited  
Prodox, S.A. de C.V.  
Oster GmbH  
Sunbeam Nederland B.V.  
Allegheny Metall GmbH  
Northern Blankets Limited  
Oster International (UK) Limited  
Tube Turns de Espana, S.A.  
Sunbeam Electric (Holdings) Limited  
Sunbeam International Limited

OFFICER'S CERTIFICATE

The undersigned, the duly elected, qualified and acting Vice President, Chief Financial Officer and Secretary of Allegheny International, Inc., a Pennsylvania corporation (the "Company"), does hereby certify to Sunbeam/Oster Company, Inc., a Delaware corporation ("SOC"), pursuant to Section 5(a)(i) of that certain Asset Purchase Agreement dated as of the date hereof between SOC, as Purchaser, and the Company, as Seller (the "Asset Purchase Agreement") that:

1. The warranties and representations of the Company contained in the Asset Purchase Agreement are true in all material respects on and as of the time of delivery hereof as though such warranties and representations were made at and as of the time of delivery hereof; and

2. The Company has performed and complied with all agreements, covenants and conditions contained in the Asset Purchase Agreement which are required to be performed or complied with by the Company on or prior to the time of delivery hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my signature as of this 28<sup>th</sup> day of September, 1990.

ALLEGHENY INTERNATIONAL, INC.

By: *S. H. Lapalucci*  
Samuel H. Lapalucci,  
Vice President, Chief  
Financial Officer and  
Secretary

OFFICER'S CERTIFICATE

The undersigned, the duly elected, qualified, and acting Secretary of Allegheny International, Inc., a Pennsylvania corporation (the "Company"), does hereby certify that the resolutions attached hereto as Exhibit A are true and correct copies of resolutions duly adopted at a meeting of the Board of Directors of the Company on September 21, 1990 authorizing the execution and delivery of the Asset Purchase Agreement dated as of the date hereof between Sunbeam/Oster Company, Inc., a Delaware corporation, as Purchaser, and Allegheny International, Inc., a Pennsylvania corporation, as Seller, and that said resolutions are in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my signature as of this 21<sup>st</sup> day of September, 1990.

ALLEGHENY INTERNATIONAL, INC.

By: S.H. [Signature]  
Secretary



BOARD RESOLUTIONS: APPROVAL OF  
ASSET PURCHASE AGREEMENT

WHEREAS, on February 20, 1988, the Corporation filed for relief under Chapter 11 of the United States Bankruptcy Code; and

WHEREAS, on July 12, 1990, the United States Bankruptcy Court for the Western District of Pennsylvania confirmed the Corporation's Joint Plan of Reorganization and on September 13, 1990, such Court confirmed a modified version of the Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the form and contents of the Asset Purchase Agreement by and among Sunbeam/Oster Company, Inc., a Delaware corporation ("SOC"), as Purchaser, and the Corporation, as Seller, (known as the "Agreement") presented for review by the directors and the sale of assets and assumption of liabilities described therein be and hereby are, approved; and

FURTHER RESOLVED, that the proper officers be, and they hereby are authorized and directed to execute and deliver the Agreement in the form or substantially the form presented for review, with such changes thereon as such officers may approve, with their execution thereof to be conclusive evidence of such approval; and

FURTHER RESOLVED, that said officers be, and they hereby are, authorized and directed to do and perform all necessary acts, to make, execute and deliver the necessary papers, and to take such additional steps as such officers may deem to be necessary or desirable in their sole discretion, to consummate the Agreement and carry it into full force and effect and to carry out fully the purpose and intent of the foregoing resolutions.

AI RESOLUTION  
RE: LIQUIDATION

RESOLVED, that the proper officers be, and they hereby are, authorized and directed to proceed promptly to wind up the Corporation's affairs, in accordance with the Modified Plan, which provides for, among other things, the distribution of 300 common stock and warrants to the shareholders and creditors of AI and certain of its subsidiaries; and, subject to the Bankruptcy Court's approval and to the consummation of the Asset Purchase Agreement, to take all necessary and appropriate actions to dissolve the Corporation under Pennsylvania law, as soon as practicable after the date hereof.

WHEREAS, Allegheny International, Inc. ("Company") maintains the following pension and welfare benefit plans ("Plans"):

Pension Plan for Salaried Employees of Allegheny International, Inc.

Savings and Investment Plan for Allegheny International, Inc. and Member Companies

Pension Plan for Salaried and Hourly Employees of Kennedy Company

Allegheny International, Inc. Salaried and Hourly Consolidated Retirement Plan

Allegheny International, Inc. All-Risk Travel Accident Plan

Surviving Spouse's Benefit Plan for Salaried Employees of Allegheny International, Inc.

Surviving Spouse's Benefit Plan for Salaried Pensioners who Retired from the Former ~~Soc~~ Products Division of Allegheny International, Inc.

Allegheny International, Inc. Severance Pay Plan

Allegheny International, Inc. Tuition Reimbursement Plan

Group Health and Welfare Plan of Allegheny International, Inc. and Member Companies (See Appendix A)

Program of Insurance Benefits for Eligible Pensioners of Allegheny International, Inc. and Member Companies

AND WHEREAS, the Company desires to remove itself as Plan Sponsor of the Plans and to substitute Sunbeam/Oster Company, Inc. ("SOC"), effective on the Closing Date of the Asset Purchase Agreement between Company and SOC (the "Adoption Date"),



and that upon such removal and substitution, SOC shall assume all obligations and liabilities arising thereunder and will continue to perform the Company's duties and responsibilities under the Plans:

NOW, THEREFORE, BE IT

RESOLVED, that contingent upon the assumption by SOC of the Plans and related trusts, the Company hereby transfers the plan sponsorship of the Plans and related trusts thereunder to SOC.

RESOLVED, FURTHER, that the Plan Administrator or his designated representative is authorized to make such technical and clerical amendments to the Plans as may be necessary or advisable or as required to retain the qualified status of any Plan under the Internal Revenue Code and to comply with the Employee Retirement Income Security Act of 1974.

RESOLVED, FURTHER, that the proper officers and employees of the Company are authorized, in the name of and on behalf of the Company, to take any and all such other action as they may deem necessary or advisable to enable the Company to carry out the obligations imposed upon it by the provisions of

the aforesaid instruments and to carry out the intent of the foregoing resolutions.

## APPENDIX A

THE GROUP HEALTH AND WELFARE PLAN OF ALLEGHENY INTERNATIONAL INC. AND MEMBER COMPANIES INCLUDES THE FOLLOWING PROGRAMS:

### A. Allegheny International, Inc.

1. Program of Life, Health and Disability Benefits for Salaried Employees of Allegheny International, Inc.
2. Key Man Medical Expense Program of Eligible Executives of Allegheny International, Inc. and Designated Member Companies
3. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses
4. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses
5. Program of Life Insurance for Eligible Salaried Retirees of Allegheny International, Inc.
6. Comprehensive Medical Program for Eligible Salaried Retirees and totally Disabled Employees of Allegheny International, Inc.

### B. Ajax Forging and Casting Division of Special Metals Corporation (Divested)

1. Program of Hospital and Medical Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company
2. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company
3. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses
4. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses
5. Program of Life Insurance for Eligible Salaried Retirees



6. Program of Life Insurance for Eligible Hourly Retirees
7. Program of Hospital and Medical Benefits for Eligible Hourly Pensioners Provided by the Metropolitan Life Insurance Company
8. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Hourly Pensioners
9. Comprehensive Medical Program for Eligible Retirees

C. Almet, Inc. (Divested)

1. Program of Life Insurance for Salaried Retirees of Almet, Inc.
2. Program of Hospital, Physicians' Services and Medical Benefits for Salaried Employees Receiving Long Term Disability Benefits and Salaried Retirees of Almet, Inc.
3. Program of Major Medical Expense Benefits for Salaried Employees Receiving Long Term Disability Benefits and Salaried Retirees of Almet, Inc.
4. Comprehensive Medical Program for Eligible Retirees of Almet, Inc.

D. Bar Products Division of Allegheny International, Inc., Including Al-Tech (Divested)

1. Program of Life Insurance for Eligible Salaried Retirees
2. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses
3. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses
4. Program of Life Insurance for Eligible Hourly Retirees
5. Program of Hospital - Medical Benefits for Eligible Hourly Pensioners and Surviving Spouses
6. Comprehensive Medical Program for Eligible Retirees and Totally Disabled Retirees

E. Chemetron Corporation (Divested)

1. Program of Life Insurance for Eligible Salaried Retirees of Chemetron Corporation and Divested Companies
2. Program of Comprehensive Major Medical Benefits for Retired and Disabled Employees of Chemetron Corporation and Divested Companies
3. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners and Salaried Employees Receiving Long Term Disability Benefits of Chemetron Corporation and Divested Companies
4. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners and Salaried Employees Receiving Long Term Disability Benefits of Chemetron Corporation and Divested Companies
5. Program of Life Insurance for Eligible Hourly Retirees of Chemetron Corporation and Divested Companies
6. Comprehensive Medical Program for Eligible Retirees and Disabled Employees of Chemetron Corporation
7. Comprehensive Medical Program for Eligible Retirees and Disabled Employees of Chemetron Process Equipment, Inc.

F. Bennett-Ireland (Divested)

1. Program of Life and Medical Benefits for Eligible Non-Union Retirees of Bennett-Ireland
2. Program of Life Insurance for Eligible Union Retirees of Bennett-Ireland

G. True Temper (Divested)

1. Program of Life Insurance for Non-Union Hourly Retirees of True Temper Sports, Inc.
2. Program of Hospital and Medical Benefits for Non-Union Hourly Retirees of True Temper Sports, Inc. Provided by the Metropolitan Life Insurance Company
3. Program of Life Insurance for Union Hourly Retirees of True Temper Sports, Inc.
4. Program of Hospital and Medical Benefits for Eligible Union Hourly Retirees and Surviving Spouses of True Temper Sports, Inc.

5. Program of Life Insurance for Salaried Retirees of True Temper Sports, Inc.
6. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Sports, Inc.
7. Program of Major Medical Expense Benefits for Eligible Salaried Retirees, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Sports, Inc.
8. Comprehensive Medical Program for Eligible Retirees and Totally Disabled Employees of True Temper Sports, Inc.
9. Program of Life Insurance for Non-Union Hourly Retirees of True Temper Corporation
10. Program of Hospital and Medical Benefits for Non-Union Hourly Retirees of True Temper Corporation Provided by the Metropolitan Life Insurance Company
11. Program of Life Insurance for Union Hourly Retirees of True Temper Corporation
12. Program of Hospital and Medical Benefits for Eligible Union Hourly Retirees and Surviving Spouses of True Temper Corporation
13. Program of Life Insurance for Salaried Retirees of True Temper Corporation
14. Program of Hospital, Physicians' Services and Medical Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Corporation
15. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners, Salaried Employees Receiving Long Term Disability Benefits and Surviving Spouses of True Temper Corporation
16. Comprehensive Medical Program for Eligible Retirees and Totally Disabled Employees of True Temper Corporation



- H. Jackson Manufacturing (Divested)
  - 1. Program of Life Insurance for Hourly Retirees of Jackson Manufacturing Company
  - 2. Program of Life Insurance for Salaried Retirees of Jackson Manufacturing Company
  - 3. Program of Medical Benefits for Salaried Retirees of Jackson Manufacturing Company
  - 4. Comprehensive Medical Program for Eligible Retirees of Jackson Manufacturing Company
  
- I. Schenit Industries, Inc. (Divested)
  - 1. Program of Hospital, Physicians' Services and Major Medical Expense Benefits for Eligible Retirees of Schenit Industries, Inc.
  - 2. Comprehensive Medical Program for Eligible Retirees of Schenit Industries, Inc.
  
- J. Precision Products, Inc. (Divested)
  - 1. Program of Life Insurance for Salaried Retirees of Precision Products, Inc.
  - 2. Program of Hospital and Medical Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company
  - 3. Program of Major Medical Expense Benefits for Eligible Salaried Pensioners Provided by the Metropolitan Life Insurance Company
  - 4. Program of Hospital and Medical Benefits for Eligible Hourly Pensioners Provided by the Metropolitan Life Insurance Company
  
- K. Perfection Manufacturing Company (Divested)
  - 1. Program of Medical and Dental Benefits for Salaried Retirees of Perfection Manufacturing Company
  
- L. IPM Corporation, a Division of Thermco Systems, Inc. (Divested)
  - 1. Program of Life Insurance for Salaried Retirees of IPM Corporation
  - 2. Program of Life Insurance for Hourly Retirees of IPM Corporation

3. Program of Hospital and Medical Benefits Provided by Metropolitan Life Insurance Company for Retirees of IPM Corporation
4. Comprehensive Medical Program for Eligible Salaried Retirees of IPM Corporation

M. Carmet Company, Division of Sunbeam Corporation (Divested)

1. Program of Hospital, Physicians' Services and Medical Benefits for Union Hourly Retirees of Carmet Company, Bad Axe, MI
2. Program of Hospital, Physicians' Services and Medical Benefits for Union Hourly Retirees of Carmet Company, Madison Heights, MI
3. Program of Life Insurance for Salaried Retirees of Carmet Company
4. Program of Life Insurance for Hourly Retirees of Carmet Company
5. Program of Hospital and Medical Benefits Provided by Metropolitan Life Insurance Company for Salaried Retirees of Carmet Company

N. Almet/Lawnlite, Inc.

1. Program of Life, Health and Disability Benefits for Salaried Employees of Almet/Lawnlite, Inc.
2. Program of Life Insurance for Salaried Retirees of Almet/Lawnlite, Inc.
3. Program of Life and Health Benefits for Union Hourly Employees of Almet/Lawnlite, Inc. Baraboo, WI
4. Program of Life and Health Benefits for Union Hourly Employees of Almet/Lawnlite, Inc., Portland, TN
5. Program of Life and Health Benefits for Non-Union Hourly Employees of Almet/Lawnlite, Inc., Louisburg, NC and Nacogdoches, TX
6. Almet/Lawnlite, Inc. Tuition Aid Program

O. Sunbeam Appliance Company

1. Program of Life, Health and Disability Benefits for Exempt Salaried Employees and Sales Staff of Sunbeam Appliance Company and Exempt Salaried Employees of the Sunbeam North American Appliance Division, Chicago, IL

2. Program of Life, Health and Disability Benefits for Non-Exempt Salaried Employees of Sunbeam Appliance Company and Sunbeam North American Appliance Division, Chicago, IL
3. Program of Life, Health and Disability Benefits for Exempt Salaried Employees of Sunbeam Appliance Company, Coushatta, LA and Holly Springs, MS
4. Program of Life, Health and Disability Benefits for Non-Exempt Salaried Employees of Sunbeam Appliance Company, Coushatta, LA and Holly Springs, MS
5. Program of Life, Health and Disability Benefits for Non-Union Hourly Employees of Sunbeam Appliance Company, Coushatta, LA and Holly Springs, MS
6. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by Lodge 113 of the IAM & AW, Chicago, IL
7. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the Tool and Die Makers, Chicago, IL
8. Program of In-Hospital Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Company
9. Program of Comprehensive Medical Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Company
10. Program of Life Insurance for Salaried Retirees of Sunbeam Appliance Company
11. Program of Life Insurance for hourly Retirees of Sunbeam Appliance Company
12. Program of Life, Health and Disability Benefits for Salaried Employees of Oster/Sunbeam

P. Oster and Oster Housewares Division of Sunbeam Corporation

1. Program of Life, Health and Disability Benefits for Salaried Employees of Oster/Sunbeam Appliance Company, Division of Sunbeam Corporation
2. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the IBEW, Milwaukee, WI
3. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the IAM, Milwaukee, WI



4. Program of Life, Health and Disability Benefits for Union Hourly Employees Represented by the IBEW, Dayton, TN
5. Program of Life, Health and Disability Benefits for Non-Union Hourly Employees, McMinnville, TN
6. Program of Life, Health and Disability Benefits for Non-Union Hourly Employees, Cookeville, TN
7. Program of Life, Health and Disability Benefits for Temporary Office Personnel, Inc.
8. Program of Health Benefits for Salaried Employees who Retired Prior to January 1, 1984
9. Program of Medical Benefits for Union Hourly Employees Represented by the IAM
10. Program of Medical Benefits for Union Hourly Employees Represented by the IBEW who Retired On or After June 30, 1984
11. Program of Life Insurance for Salaried Employees who Retired On or After January 1, 1984
12. Program of Medical Benefits for Salaried Employees who Retired On or After January 1, 1984
13. Oster, Division of Sunbeam Corporation Educational Assistance Program
14. Program of Medical Benefits for Salaried Employees who Retired on or after January 1, 1990.

Q. Sunbeam Corporation

1. Program of Life, Health and Disability Benefits for Exempt Salaried Employees of Sunbeam Appliance Service Company
2. Program of Life, Health and Disability Benefits for Non-Exempt Salaried Employees of Sunbeam Appliance Service Company
3. Program of In-Hospital Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Service Company
4. Program of Comprehensive Medical Benefits for Salaried and Hourly Retirees of Sunbeam Appliance Service Company

5. Program of Life Insurance for Salaried Retirees of Sunbeam Appliance Service Company
6. Program of Life Insurance for Hourly Retirees of Sunbeam Appliance Service Company

R. Sunbeam Management Services, Ltd.

1. Program of Life, Health and Disability Benefits for Salaried Employees of Sunbeam Management Services, Ltd., Corp.
2. Program of Life Insurance for Salaried Retirees of Sunbeam Management Services, Ltd., Corp.
3. Program of Medical Benefits for Salaried Retirees of Sunbeam Management Services, Ltd., Corp.
4. Sunbeam Intercontinental, Ltd., Tuition Reimbursement Plan

S. Springfield Instrument Company

1. Program of Life, Health and Disability Benefits for Salaried Employees of Springfield Instrument Company
2. Program of Life Insurance for Salaried Retirees of Springfield Instrument Company
3. Program of Life and Health Benefits for Union Hourly Employees of Springfield Instrument Company
4. Program of Life Insurance Benefits for Salaried Retirees of Sunbeam Clock Company
5. Program of Hospital Benefits for Salaried Retirees of Sunbeam Clock Company

T. Hanson Scale Company

1. Program of Life, Health and Disability Benefits for Salaried Employees of Hanson Scale Company (Life only)
2. Program of Life and Health Benefits for Hourly Employees of Hanson Scale Company (Life only)

U. Northern Electric Company

1. Program of Life, Health and Disability Benefits for Eligible Employees of Northern Electric Company, Chicago, IL (Health Benefits apply only to Dental Benefits)
2. Program of Life, Health and Disability Benefits for Exempt Salaried Employees of Northern Electric Company, Southern Locations (Health Benefits apply only to Dental Benefits)
3. Program of Life and Health Benefits for Clerical and Hourly Paid Factory Employees of Northern Electric Company, Southern Locations (Health Benefits apply only to Dental Benefits)
4. Program of Life Insurance for Salaried Retirees of Northern Electric Company
5. Program of Life Insurance for Clerical and Hourly Retirees of Northern Electric Company, Southern Locations
6. Program of Medical Benefits for Salaried Retirees of Northern Electric Company
7. Comprehensive Medical Program for Eligible Exempt Salaried Retirees and Totally Disabled Employees of Northern Electric

V. Biddeford Textile Company

1. Program of Life, Health and Disability Benefits for Salaried Employees of Biddeford Textile Company
2. Program of Life, Health and Disability Benefits for Clerical Employees of Biddeford Textile Company
3. Program of Life and Health Benefits for Union and Non-Union Hourly Factory Employees of Biddeford Textile Company
4. Program of Life Insurance for Salaried and Clerical Retirees of Biddeford Textile Company
5. Program of Medical Benefits for Early Salaried and Clerical Retirees of Biddeford Textile Company
6. Program of Life Insurance for Hourly Factory Retirees of Biddeford Textile Company
7. Program of Medical Benefits for Early Hourly Factory Retirees of Biddeford Textile Company



8. Comprehensive Medical Program for Eligible Factory Retirees of Biddeford Textile Company
9. Comprehensive Medical Program for Eligible Salaried and Clerical Retirees of Biddeford Textile Company

INSTRUMENT OF GENERAL CONVEYANCE  
AND ASSUMPTION OF LIABILITIES

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to and in accordance with that certain Asset Purchase Agreement dated of even date herewith (the "Agreement") between Allegheny International, Inc., a Pennsylvania corporation ("Seller") and Sunbeam/Oster Company, Inc., a Delaware corporation ("Purchaser"), and in consideration of the assumption by Purchaser under and pursuant to the Agreement of certain liabilities of the Debtors (as defined in the Agreement) and the payment to Seller of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by it, Seller by these presents does hereby grant, convey, transfer, assign, set over and deliver to Purchaser, its successors and assigns all of Seller's right, title and interest in and to all of the Assets (as defined in the Agreement) of the Seller, other than shares of stock which are being transferred separately (such purchased assets are hereinafter collectively referred to as the "Purchased Assets"), which Purchased Assets shall include, but not be limited to, the following:

1

(a) all tangible personal property, including, without limitation, all fixtures, equipment, supplies, office furniture, furnishings, leasehold improvements and vehicles;

(b) all rights and interests of the Seller in and to all contracts, agreements, leases of vehicles, computers, office equipment and other personal property, consulting agreements, commitments, licenses, purchase orders, product and product service warranties extended to Seller and in effect on the date hereof and insurance policies;

(c) all intangibles of any kind or description, including, but not limited to, goodwill, all copyrights, trademarks (including, without limitation, the United States trademark registration for the names "Allegheny International" and "AI"), trade names and franchises, and applications therefor, both domestic and foreign owned by Seller as of the date hereof, and all renewals, modifications and extensions thereof;

(d) all government or government agency licenses, permits and approvals issued to Seller;



(e) all warranty claims of Seller against any manufacturer or Seller relating to the Purchased Assets;

(f) all books, records and operating data and other documents and records owned by Seller;

(g) all of Seller's right, title and interest as lessee under any real estate lease not otherwise assigned and as owner of any real property not being transferred to Purchaser by separate deed.

No greater or lesser rights are hereby conferred than set forth in the Agreement, or in any document transferring an Asset separate from this instrument, this instrument having been executed in furtherance of the Agreement, and no warranties other than those contained in the Agreement are made herein by Seller.

Seller hereby constitutes and appoints Purchaser, its successors and assigns, its true and lawful attorney, with full power of substitution for it and in its name or otherwise, but on behalf of and for the benefit of Purchaser, or its successors and assigns, to demand and receive, from time to time, any and all of the Purchased Assets; to give receipts and releases for and in respect of the same or any part thereof; and to institute,

prosecute, defend or compromise any and all proceedings at law, in equity or otherwise, which Purchaser, or its successors or assigns, may deem necessary or proper in order to collect, assert, enforce or defend any claim, title or interest of any kind in and to the Purchased Assets, and to do all such acts and things in relation thereto as Purchaser, or its successors or assigns, may deem desirable.

Provided, always, that with respect to any claims, contracts, licenses, leases, commitments, sales orders, purchase orders and other agreements of Seller which are in their nature, by law, by their terms, or otherwise, non-assignable, or which contain a covenant against assignment, this instrument shall, notwithstanding anything herein or elsewhere contained, be construed as an assignment to Purchaser of the equitable interest in the same insofar as legally permissible without violation of law or breach of the terms of conditions thereof, with the right in Purchaser or its successors and assigns insofar as is permissible (i) to have said claims, contracts, licenses, leases, commitments, sales orders, purchase orders and other agreements, if any, held in trust to enable Purchaser or its successors and assigns to use and enjoy the full benefit thereof, (ii) to have transferred to Purchaser or its successors and assigns any and all such property or rights which shall become assignable as soon

as the same shall become assignable, and (iii) to take and have taken any action which may be taken without violation of law and without any breach as aforesaid which is necessary and appropriate to make such property or rights assignable. Seller agrees that in every instance in which the non-assignability of any such property or rights may be removed by the consent of any party or parties, it will use its best efforts to obtain the consent of all such parties to the assignment of the property or rights in question to Purchaser.

In consideration of the foregoing transfer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Purchaser, and pursuant to and in accordance with the Agreement, Purchaser hereby assumes and agrees to pay, perform and discharge in accordance with their terms, all of the Assumed Liabilities of Debtors (as such terms are defined in the Agreement). Purchaser, for itself, its successors and assigns, covenants and agrees, to and with Debtors and their successors and assigns, that Purchaser will do such things and execute and deliver such further instruments, papers and documents as Debtors, or their successors and assigns, may from time to time reasonably request further to evidence the assumption of liabilities and obligations of Debtors assumed hereunder by Purchaser.



This General Conveyance and Assumption of Liabilities shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

WITNESS the due execution hereof this 3<sup>rd</sup> day of September, 1990.

Attest:

David R. Jant  
Asst. Secretary

ALLEGHENY INTERNATIONAL, INC.

By St. J. Jant  
Title: VICE PRESIDENT, CHIEF FINANCIAL OFFICER AND SECRETARY

Attest:

Wendell A. ...  
Secretary

SUNBEAM/OSTER COMPANY, INC.

By ...  
Title: Chairman of the Board

CHEMETRON CORPORATION

Resignation

To Whom It May Concern:

This is to advise you that I hereby resign as an officer and director of Chemetron Corporation, such resignation to be effective upon substantial consummation of the Debtors' Joint Stock Plan of Reorganization, dated December 29, 1989, as amended, which was confirmed by the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court") on July 12, 1990, and with certain modifications thereto was approved by the Court on September 13, 1990.

Very truly yours,

*S. H. Ispalucci*  
S. H. Ispalucci

DRS21/23

CHEMETRON CORPORATION

Resignation

To Whom It May Concern:

This is to advise you that I hereby resign as an officer of Chemetron Corporation, such resignation to be effective upon substantial consummation of the Debtors' Joint Stock Plan of Reorganization, dated December 29, 1989, as amended, which was confirmed by the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court") on July 12, 1990, and with certain modifications thereto was approved by the Court on September 13, 1990.

Very truly yours,

*O. S. Travers*  
O. S. Travers

DRS21/23



CHEMETRON CORPORATION

Resignation

To Whom It May Concern:

This is to advise you that I hereby resign as a director of Chemetron Corporation, such resignation to be effective upon substantial consummation of the Debtors' Joint Stock Plan of Reorganization, dated December 29, 1989, as amended, which was confirmed by the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court") on July 12, 1990, and with certain modifications thereto was approved by the Court on September 13, 1990.

Very truly yours,



A. R. Munson

DRS21/23

OFFICER'S CERTIFICATE

I, Michael G. Lederman, am the Vice President of Sunbeam/Oster Company, Inc. a Delaware corporation (the "Corporation"), and hereby certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the resolutions adopted by the Board of Directors of the Corporation as of the date hereof, which resolutions are in full force and effect as of the date hereof and have not been amended, rescinded, or modified.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 22<sup>nd</sup> day of September, 1990.

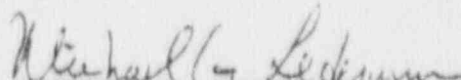
  
Michael G. Lederman

EXHIBIT A

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized and directed to execute and deliver an Asset Purchase Agreement, dated the date hereof, by and between the Corporation and Allegheny (the "Asset Purchase Agreement"), which Asset Purchase Agreement provides, among other things, that in consideration of the assumption by the Corporation of the undischarged liabilities of Allegheny and the Subsidiaries pursuant thereto and the satisfaction of the outstanding obligations of Allegheny and the Subsidiaries to their creditors and to Allegheny's equity holders including, through the transfer of New Common Stock (as defined in the Modified Plan) and Warrants (as defined in the Modified Plan) of the Corporation to the Seller and its subsidiaries (constructively, by delivery to the Distributing Agents for the Modified Plan) for distribution to their creditors and equity

holders, Allegheny shall sell to the Corporation all of its assets and the assets of its Subsidiaries, including, without limitation, the capital stock of the Subsidiaries; and to execute and deliver such modifications thereto as such officers shall determine, in their sole discretion, to be necessary, appropriate or desirable, any such determination to be conclusively evidenced by the execution and delivery of the Asset Purchase Agreement;

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed to execute such other documents and take such other action as he or they shall deem necessary, appropriate or desirable in order to carry out the intent and purposes of the foregoing resolutions and any actions taken by such officer or officers in furtherance of these objectives are hereby ratified and approved.



ACKNOWLEDGEMENT OF OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS, that Sunbeam/Oster Company, Inc., a Delaware corporation ("SOC") for good and valuable consideration receipt of which is hereby acknowledged and intending to be legally bound acknowledges that it is the "Reorganized Allegheny" as such term is used in that certain Second Amended and Restated Stipulation of Settlement dated as of September 7, 1990 (the "Stipulation") and agrees to perform and be bound by all of the obligations or undertakings of the "Reorganized Allegheny" (whether directly stated or stated as to be caused to occur by Japonica Partners L.P.), including without limitation on the foregoing, those set forth in paragraph 9 (a schedule of severance to be paid pursuant to the last sentence of subparagraph (b) is attached hereto as Exhibit A), 10, 12, 13, 14, 19 and 20 of the Stipulation.

IN WITNESS WHEREOF, this Acknowledgement has been executed on this 28 day of September, 1990

SUNBEAM/OSTER COMPANY, INC.

By: 

EXHIBIT A

T. H. Maddux	\$ 70,000
R. C. Parkas	70,000
A. J. Bryan	40,000
R. M. Cyert	40,000
J. J. Angel	10,000
D. F. Craib	10,000
M. J. Gardner	10,000
A. E. Mirti	10,000
W. J. Sharf	10,000
S. R. Stuart	10,000
R. H. Tierney	<u>10,000</u>
11 Directors	\$290,000
O.S. Travers	<u>320,000</u>
Total	<u>\$610,000</u>

UNANIMOUS WRITTEN CONSENT  
OF THE  
SOLE STOCKHOLDER AND THE  
BOARD OF DIRECTORS  
OF  
CHEMETRON CORPORATION

The undersigned, being, respectively, the sole stockholder of and all of the directors of Chemetron Corporation (the "Corporation"), a Delaware corporation, hereby adopt the following resolutions pursuant to Sections 228 and 141(f) of the Delaware General Corporation Law and direct that this consent be filed with the minutes of the Corporation.

WHEREAS, on February 20, 1988, Allegheny International, Inc., a Pennsylvania corporation and the direct parent of the Corporation and on February 20, 1988 and May 3, 1988, respectively, certain of its subsidiaries including the Corporation (collectively, the "Debtors") filed for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania;

WHEREAS, on July 12, 1990, the Court approved the Debtors Joint Stock Plan of Reorganization dated December 29, 1989 (the "Stock Plan") and on September 13, 1990, the Court approved certain amendments and modifications to the Stock Plan (as amended and modified, the "Modified Plan");

WHEREAS, the Modified Plan contemplates among other things, the purchase of the assets and the assumption of liabilities of the Debtors by Sunbeam/Oster Company, Inc., a Delaware corporation;

WHEREAS, Samuel Iapalucci and Anthony Munson have tendered their resignations from the Board of Directors of the Corporation effective as of the date hereof;

WHEREAS, certain officers of the Corporation have tendered their resignations effective as of the date hereof;

Now, therefore, be it resolved by the sole stockholder as follows:



RESOLVED, that Article III, Section 1 of the by-laws of the Corporation be, and it hereby is, amended such that the first sentence of such section shall read in its entirety as follows: "The number of directors which shall constitute the whole board shall be not less than two."; and

RESOLVED, that the following persons be, and each of them hereby is, elected as a director of the Corporation to serve in such capacity until his successor is duly elected and has qualified:

Michael G. Lederman  
Robert Setrakian

such that the Board of Directors of the Corporation shall consist of Michael G. Lederman and Robert Setrakian.

And be it resolved by the directors of the Corporation as follows:

RESOLVED, that the following persons be, and each of them hereby is, elected as an officer of the Corporation to serve at the pleasure of the Board of Directors in such office designated opposite his respective name:

<u>Name</u>	<u>Title</u>
Michael G. Lederman	President
Robert Setrakian	Vice President and Secretary

such that the officers of the Corporation shall be Michael G. Lederman, Robert Setrakian, Anthony Munson who shall continue to serve as Vice President and Treasurer and Roland Schriver who shall continue to serve as Vice President;

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employee of the Corporation as the President may designate, to commence decommissioning activities at the Harvard and/or Bert Avenue sites in Newburgh Heights, Ohio in accordance with the terms and conditions described to this Board of Directors and with such other terms and conditions as the President shall approve with and upon the advice of counsel;

RESOLVED, that, in connection with the Sale, the proper officers of the Corporation, be and each of them hereby is, authorized and directed to execute and deliver the Standby Trust Agreement, dated on or about the date hereof, by and between the Corporation and The Chase Manhattan Bank, as Trustee (the "Standby Trust Agreement"), and to execute and deliver such

modifications thereto as such officer shall, in his sole discretion, determine to be necessary, appropriate or desirable, any such determination to be conclusively evidenced by the execution and delivery of the Standby Trust Agreement;

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized and directed, in the name of the Corporation and on its behalf, to execute and deliver such of the documents, instruments or agreements to be executed and delivered on the date hereof which are set forth on Schedule 1 to this Unanimous Written Consent, to which the Corporation is a party (the "Reorganization Documents"), the execution and delivery of which is not otherwise approved by this Unanimous Written Consent, with such modifications to such Reorganization Documents as such officers, in their sole discretion, shall deem necessary, appropriate or desirable, any such determination to be conclusively evidenced by the execution and delivery of such Reorganization Documents;

RESOLVED, that the execution and delivery of such Reorganization Documents to which the Corporation is a party and which have been executed and delivered prior to the date hereof, and any and all modifications thereto, be, and it hereby is, approved, ratified and confirmed;

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized and directed to execute such other documents and take such other action as such officer or officers shall deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions and any actions taken by such officer or officers in furtherance of such objectives are hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned have executed the consent on the 20<sup>th</sup> day of September, 1990.

SUNBEAM/OSTER COMPANY, INC.  
Sole Stockholder

By: PBS  
Paul B. Kazarian,  
Chairman of the Board

Michael G. Lederman  
Michael G. Lederman, Director

Robert Setrakian  
Robert Setrakian, Director

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SCHEDULE 1

Reorganization Documents

1. The Asset Purchase Agreement, dated the date hereof, by and between SOC and Allegheny and all ancillary documents thereto.

2. The Purchase and Assumption Agreement, dated the date hereof, by and among O/S J.V., Inc. and certain nominees thereof, on the one hand and Allegheny and certain Subsidiaries on the other hand and all ancillary documents thereto.

3. The Purchase and Assumption Agreement, dated the date hereof, by and among Sunbeam Americas Holdings, Limited, certain of the Subsidiaries and 908107 Ontario, Inc., on the one hand and Allegheny and certain of the Subsidiaries on the other hand and all ancillary documents thereto.

4. The Purchase and Assumption Agreement, dated the date hereof, by and among NMGM, Inc. and certain of the Subsidiaries, on the one hand and Allegheny and certain of the Subsidiaries on the other hand and all ancillary documents thereto.



5. Those certain Amended and Restated Stipulations of Settlement dated July 26, 1990 and September 13, 1990, respectively among the counsel thereto.

6. Those certain Mutual Releases dated the date hereof between Japonica Partners, L.P. ("Japonica") and each of Mellon Bank, N.A., Morgan Guaranty Trust Company of New York, Bank of America National Trust and Savings Association, The Bank of New York, Commerzbank Aktiengesellschaft, Manufacturers Hanover Trust Company, The Chase Manhattan Bank, N.A., The Citizens and Southern National Bank, Barclays Bank PLC, Pittsburgh National Bank, Standard Chartered Bank, Bayerische Vereinsbank AG, The Bank of Tokyo Trust Company, Bank One Texas, N.A., National Westminster Bank PLC and M&I Marshall & Isley Bank.

7. That certain Mutual Release dated the date hereof between Japonica and Allegheny.

8. The SOC Warrant Agreement (as defined in the Credit Agreement).

9. The Sunbeam Trademark License Agreement (as defined in the Credit Agreement).

10. The Holding Note (as defined in the Credit Agreement).

11. The Redemption Documents (as defined in the Credit Agreement).

12. The Chemical Releases (as defined in the Credit Agreement).

13. The Mellon Releases (as defined in the Credit Agreement).

14. The guaranty of SOC in favor of the U.S. Nuclear Regulatory Commission as obligee on behalf of Chemetron Corporation.

15. All other agreements, documents and instruments implementing or evidencing the Reorganization.