rights to acquire from the Company or any of its subsidiaries, or other obligation of the Company or any of its subsidiaries to issue, any capital stock or other voting securities or equity ownership interests in, or any securities convertible into or exchangeable for any capital stock or other voting securities or equity ownership interests in, any of the Company's material subsidiaries. There are no outstanding obligations of the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any of the securities referred to in clauses (i), (ii) or (iii) above.

SECTION 4.07. *SEC Filings*. (a) The Company has made available to Buyer (i) the Company's annual report on Form 10-K for the fiscal year ended December 31, 1996 ("**Company 10-K**"), (ii) its quarterly reports on Form 10-Q for its fiscal quarters ended after December 31, 1996, (iii) its proxy or information statements relating to meetings of, or actions taken without a meeting by, the stockholders of the Company since December 31, 1996 and (iv) all of its other reports, statements, schedules and registration statements filed with the SEC since December 31, 1996 (such documents, collectively, the "**Company SEC Filings**"). The Company's quarterly report on Form 10-Q for its fiscal quarter ended September 30, 1997 is referred to herein as the "**Company 10-Q**".

(b) As of its filing date, each Company SEC Filing filed pursuant to the 1934 Act did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(c) Each such registration statement, as amended or supplemented, if applicable, filed pursuant to the 1933 Act within such period did not, as of the date such statement or amendment became effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

SECTION 4.08. *Financial Statements*. The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in the Company SEC Filings fairly present, in conformity with generally accepted accounting principles ("**GAAP**") applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements) except that interim financial statements do not contain all the footnote disclosures required by GAAP. For purposes of this Agreement, "**Balance Sheet**" means the consolidated balance sheet of the Company as of

September 30, 1997 set forth in the Company 10-Q and "**Balance Sheet Date**" means September 30, 1997.

SECTION 4.09. *Disclosure Documents.* (a) Each document required to be filed by the Company with the SEC in connection with the transactions contemplated by this Agreement (the "**Company Disclosure Documents**"), including, without limitation, the Schedule 14D-9, the Schedule 13E-3 and the proxy or information statement of the Company (the "**Company Proxy Statement**"), if any, to be filed with the SEC in connection with the Merger, and any amendments or supplements thereto, will, when filed, comply as to form in all material respects with the applicable requirements of the 1934 Act.

(b) At the time the Company Proxy Statement, if one is required, or any amendment or supplement thereto is first mailed to stockholders of the Company and at the time such stockholders vote on adoption of this Agreement and the Merger, the Company Proxy Statement, as supplemented or amended, if applicable, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. At the time of the filing of any Company Disclosure Document (other than the Company Proxy Statement) or any supplement or amendment thereto and at the time of any distribution thereof, such Company Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties contained in this Section 4.09(b) will not apply to statements included in or omissions from the Company Disclosure Documents based upon information furnished to the Company in writing by Buyer specifically for use therein.

(c) The information with respect to the Company or any of its subsidiaries that the Company furnishes to Buyer in writing specifically for use in the Offer Documents will not, at the time of the filing thereof, at the time of any distribution thereof and at the time of consummation of the Offer, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

SECTION 4.10. *Absence of Certain Changes.* Except as set forth in writing in the Company's Disclosure Schedule, since the Balance Sheet Date and through the date of this Agreement, the business of the Company and its subsidiaries has been conducted in the ordinary course consistent with past practices and there has not been:

(a) any event, occurrence, development or state of circumstances or facts which has had, or would have a reasonable probability of having, individually or in the aggregate, a material adverse effect on the Company;

(b) any declaration, setting aside payment of any dividend or other distribution with respect to any shares of capital stock of the Company or its subsidiaries (other than (i) regular quarterly dividends on the Shares at a rate not in excess of $.07 per Share and (ii) dividends and distributions by a direct or indirect wholly owned subsidiary of the Company), or any repurchase, redemption or other acquisition by the Company or any of its subsidiaries of any outstanding shares of capital stock or other equity securities of, or other equity ownership interests in, the Company or any of its subsidiaries;

(c) any amendment of any material term of any outstanding security of the Company or any of its subsidiaries;

(d) any incurrence, assumption or guarantee by the Company or any of its subsidiaries of any material indebtedness for borrowed money other than (i) in the ordinary course of business consistent with past practices, (ii) under credit facilities of the Company or any of its subsidiaries as in effect as of the date of this Agreement or (iii) indebtedness of a wholly owned subsidiary of the Company to the Company or another wholly owned subsidiary of the Company or of the Company to a wholly owned subsidiary of the Company;

(e) any creation or other incurrence by the Company or any of its subsidiaries of any material Lien on any material asset other than in the ordinary course of business consistent with past practices;

(f) any making of any material loan, advance or capital contributions to or investment in any person other than loans, advances, capital contributions or investments made (i) in the ordinary course of business consistent with past practices and (ii) by a wholly owned subsidiary of the Company to the Company or another wholly owned subsidiary of the Company or by the Company to a wholly owned subsidiary of the Company;

(g) any change in any accounting or tax accounting principle (or the early adoption of a change required under any accounting principle) by the Company or any of its subsidiaries, except for any such change required by reason of a concurrent change in GAAP, Regulation S-X promulgated under the 1934 Act ("**Regulation S-X**") or applicable law or regulation; or

(h) any (i) grant of any severance or termination pay to any director or officer of the Company or any president of any of its material subsidiaries,

(ii) increase in benefits payable to any director or officer of the Company or any president of any of its material subsidiaries under any existing severance or termination pay policies or employment agreements, (iii) entering into of any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director or officer of the Company or any president of any of its material subsidiaries or (iv) establishment, adoption or amendment (except as required by applicable law) of any collective bargaining, bonus, profit sharing, thrift, pension, retirement, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement covering any director or officer of the Company or any president of any of its material subsidiaries.

SECTION 4.11. *No Undisclosed Material Liabilities.* There are no liabilities of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, which would be required to be reflected, reserved for or disclosed under GAAP in the consolidated financial statements of the Company, other than:

(a) liabilities or obligations reflected, reserved for or otherwise provided for in the Balance Sheet;

(b) liabilities or obligations which would not, individually or in the aggregate, have a reasonable probability of having a material adverse effect on the Company;

(c) liabilities or obligations under this Agreement; and

(d) liabilities or obligations incurred in the ordinary course of business since September 30, 1997.

SECTION 4.12. *Compliance with Laws and Court Orders.* Except as set forth in the Company SEC Filings prior to the date hereof, the Company and each of its subsidiaries is and has been in compliance with and, to the knowledge of the Company, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of, any applicable law, rule regulation, judgment, injunction, order or decree, except for such matters as would not, individually or in the aggregate, have a reasonable probability of having a material adverse effect on the Company.

SECTION 4.13. *Brokers' Fees.* Except for BT Wolfensohn, a copy of whose engagement agreement has been provided to Buyer, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Company or any of its subsidiaries who is

entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Company that:

SECTION 5.01. *Corporate Existence and Power; Ownership of Company Stock.* (a) Each of Buyer and Merger Sub (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and (ii) has all requisite corporate powers and authority to own, lease and operate its properties and to conduct its business as now being conducted, except where the failure to have such power and authority would not, individually or in the aggregate, have a reasonable probability of having a material adverse effect on Buyer. Since the date of its incorporation, Merger Sub has not engaged in any activities other than in connection with or as contemplated by this Agreement or in connection with arranging any financing required to consummate the transactions contemplated hereby.

(b) As of the date hereof and immediately prior to the consummation of the Offer, (i) Buyer beneficially owns and will own 15,191,109 Shares, the Chief Executive Officer of Buyer beneficially owns and will own 1,801,852 Shares and Masco Corporation beneficially owns and will own 1,583,708 Shares and (ii) Buyer owns and will own all of the outstanding shares of Merger Sub.

SECTION 5.02. *Corporate Authorization.* The execution, delivery and performance by Buyer and Merger Sub of this Agreement and the consummation by Buyer and Merger Sub of the transactions contemplated hereby are within the corporate powers of Buyer and Merger Sub and have been duly authorized by all necessary corporate action. Buyer hereby represents that its Board of Directors, acting on the unanimous recommendation of the Buyer Oversight Committee, has approved the Agreement and the transactions contemplated hereby, including, without limitation, the Offer and the Merger. This Agreement constitutes a valid and binding agreement of each of Buyer and Merger Sub.

SECTION 5.03. *Governmental Authorization.* The execution, delivery and performance by Buyer and Merger Sub of this Agreement and the consummation by Buyer and Merger Sub of the transactions contemplated hereby require no action by or in respect of, or filing with, any governmental body, agency, official

or authority other than (a) the filing of the Certificate of Merger in accordance with the Delaware Law; (b) compliance with any applicable requirements of the HSR Act; (c) compliance with any applicable requirements of the 1934 Act; (d) compliance with any other applicable securities or takeover laws; (e) filings and approvals under laws of jurisdictions outside of the United States; and (f) compliance with any other filings, approvals or authorizations which, if not obtained, would not, individually or in the aggregate, have a reasonable probability of having a material adverse effect on Buyer or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

SECTION 5.04. *Non-Contravention.* The execution, delivery and performance by Buyer and Merger Sub of this Agreement and the consummation by Buyer and Merger Sub of the transactions contemplated hereby do not and will not (a) contravene or conflict with the certificate of incorporation or bylaws of Buyer or Merger Sub, (b) assuming compliance with the matters referred to in Section 5.03, and further assuming the accuracy of the representations and warranties of the Company and its performance of its covenants and agreements under this Agreement, contravene or conflict with or constitute a violation of any provision of any law, rule, regulation, judgment, injunction, order or decree binding upon Buyer or Merger Sub, which would, in any case, have a reasonable probability of having a material adverse effect on Buyer or Merger Sub or (c) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Buyer or Merger Sub or to a loss of any benefit to which Buyer or Merger Sub is entitled under any agreement, contract or other instrument binding upon Buyer or Merger Sub which would, in any such case, have a reasonable probability of having a material adverse effect on Buyer or Merger Sub.

SECTION 5.05. *Disclosure Documents.* (a) The information with respect to Buyer and its subsidiaries that Buyer furnishes to the Company in writing specifically for use in any Company Disclosure Document will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (i) in the case of the Company Proxy Statement, if such statement is needed, at the time the Company Proxy Statement or any amendment or supplement thereto is first mailed to stockholders of the Company and at the time the stockholders vote on adoption of this Agreement and the Merger, and (ii) in the case of any Company Disclosure Document (other than the Company Proxy Statement) or any amendment or supplement thereto, at the time of the filing thereof and at the time of any distribution thereof.

(b) The Offer Documents, when filed, will comply as to form in all material respects with the applicable requirements of the 1934 Act and will not at

the time of the filing thereof, at the time of any distribution thereof or at the time of consummation of the Offer, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, *provided* that this representation and warranty will not apply to statements included in or omissions from the Offer Documents based upon information furnished to Buyer or Merger Sub in writing by the Company specifically for use therein.

SECTION 5.06. *Brokers' Fees.* Except for Salomon Smith Barney, whose fees will be paid by Buyer, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer or any of its subsidiaries who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

SECTION 5.07. *Financing.* Buyer has received and has delivered to the Company a written financing commitment (the "**Financing Commitment**") with respect to the transactions contemplated hereby. Buyer and Merger Sub are in compliance with the representations, warranties, terms and conditions set forth in the Financing Commitment and any related documents. At (i) the time of acceptance for payment of Shares pursuant to the Offer and (ii) the Effective Time, Buyer shall have the funds necessary to consummate the Offer and the Merger and the transactions contemplated thereby.

ARTICLE 6

COVENANTS OF THE COMPANY

The Company agrees that:

SECTION 6.01. *Conduct of the Company.* From the date hereof until the Effective Time, except as set forth in Section 6.01 of the Company's Disclosure Schedule or as consented to in writing by Buyer, the Company and its subsidiaries shall conduct their business in the ordinary course consistent with past practice and shall use their commercially reasonable best efforts to preserve intact their business organizations and relationships with third parties and to keep available the services of their present officers and employees. Without limiting the generality of the foregoing, from the date hereof until the Effective Time, except as set forth in Section 6.01 of the Company's Disclosure Schedule or as consented to in writing by Buyer:

(a) the Company will not adopt or propose any change in its certificate of incorporation or bylaws;

(b) except as set forth in Schedule 6.01(b) the Company will not, and will not permit any of its subsidiaries to, (i) merge or consolidate with any other person if such other person would constitute a "significant subsidiary" of the Company (as defined in Section 1-02 of Regulation S-X) other than mergers between the Company and one or more of its subsidiaries or between one or more subsidiaries of the Company), (ii) acquire a material amount of assets of any other person where, if such assets were held by a separate entity, such entity would be a "significant subsidiary" of the Company or (iii) enter into any merger, consolidation or acquisition transaction the consummation of which would, or would reasonably be expected to, impede, interfere with, prevent or materially delay the Merger;

(c) except as set forth in Schedule 6.01(c), the Company will not, and will not permit any of its subsidiaries to, sell, lease, license or otherwise dispose of any assets or property that are material to the Company and its subsidiaries taken as a whole except (i) pursuant to existing contracts or commitments and (ii) in the ordinary course of business consistent with past practice;

(d) the Company will not, and will not permit any of its subsidiaries to, split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock, other than (i) regular quarterly cash dividends on the Shares not in excess of $.07 per Share and (ii) dividends and distributions by a wholly owned subsidiary of the Company, or redeem, repurchase or otherwise acquire any of its securities;

(e) except for normal changes or increases in the ordinary course of business consistent with past practices and that, in the aggregate, do not result in a material increase in benefits or compensation expense to the Company and its subsidiaries taken as a whole, the Company will not, and will not permit any of its subsidiaries to (i) adopt or amend any bonus, profit sharing, compensation, severance, termination, stock option, pension, retirement, deferred compensation, employment or employee benefit plan, agreement, trust, plan, fund or other arrangement for the benefit and welfare of any director, officer or employee, (ii) without the consent of a majority of the entire Board of Directors of the Company, increase in any manner the compensation, annual bonus or fringe benefits

of any of the individuals who have entered into employment contracts with the Company since September 30, 1997 or (iii) pay any benefit not required by any existing plan or arrangement; and

(f) the Company will not, and will not permit any of its subsidiaries to, agree or commit to do any of the foregoing.

SECTION 6.02. *Stockholder Meeting; Proxy Material.* Unless the Merger is consummated in accordance with Section 253 of the Delaware Law as contemplated by Section 8.05 herein, and subject to applicable law, the Company shall cause a meeting of its stockholders (the **"Company Stockholder Meeting"**) to be duly called and held as soon as reasonably practicable after consummation of the Offer for the purpose of voting on the approval and adoption of this Agreement and the Merger. The directors of the Company shall, subject to their fiduciary duties as determined by them, acting with the recommendation of the Company Special Committee and after consultation with outside counsel, recommend approval and adoption of this Agreement and the Merger by the Company's stockholders. In connection with such meeting, the Company (a) will promptly prepare and file with the SEC, will use its commercially reasonable best efforts to have cleared by the SEC and will thereafter mail to its stockholders as promptly as practicable the Company Proxy Statement and all other proxy materials for such meeting, (b) will use its commercially reasonable best efforts to obtain the necessary approvals by its stockholders of this Agreement and the transactions contemplated hereby subject to the fiduciary duties under applicable law of the directors of the Company or of the directors constituting the Company Special Committee (as determined by such directors in good faith after consultation with legal counsel) and (c) will otherwise comply with all legal requirements applicable to such meeting. Notwithstanding anything to the contrary in this Agreement, if the Board of Directors of the Company or the Company Special Committee determines, in good faith after consultation with legal counsel in the exercise of its fiduciary duties under applicable law, to withdraw, modify or amend its recommendation in favor of the Merger, such withdrawal, modification or amendment shall not constitute a breach of this Agreement.

SECTION 6.03. *Access to Information.* (a) Other than as provided in Section 6.03 of the Company's Disclosure Schedule, from the date hereof until the Effective Time, the Company will give Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, books and records of the Company and its subsidiaries, will furnish to Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information as such persons may reasonably request and will instruct the Company's employees,

counsel and financial advisors to cooperate with Buyer in its investigation of the business of the Company and its subsidiaries; *provided* that no investigation pursuant to this Section shall affect any representation or warranty given by the Company to Buyer hereunder.

(b) Information obtained by Buyer pursuant to this Section 6.03 shall be subject to the provisions of the confidentiality agreement between the Company and Buyer, dated December 3, 1997 (the "**Confidentiality Agreement**"), which remains in full force and effect, but shall terminate upon the acceptance for payment of Shares pursuant to the Offer.

SECTION 6.04. *No Solicitation.* Neither the Company nor any of its subsidiaries shall (whether directly or indirectly through advisors, agents or other intermediaries) authorize or permit any of its or their officers, directors, agents, representatives, advisors or subsidiaries to, (i) solicit, initiate or take any action to facilitate the submission of inquiries, proposals or offers from any Third Party (as defined below) relating to (A) any acquisition or purchase of 15% or more of the consolidated assets of the Company and its subsidiaries or of any equity securities of the Company or any of its subsidiaries, (B) any tender offer (including a self tender offer) or exchange offer for equity securities of the Company or any of its subsidiaries, (C) any merger, consolidation, business combination, sale of substantially all assets, recapitalization, liquidation, dissolution or similar transaction involving the Company, or any of its subsidiaries whose assets, individually or in the aggregate, constitute more than 15% of the consolidated assets of the Company, other than the transactions contemplated by this Agreement, or (D) any other transaction the consummation of which would, or would reasonably be expected to, impede, interfere with, prevent or materially delay the Merger or which would, or would reasonably be expected to, materially dilute the benefits to Buyer of the transactions contemplated hereby (each of (A) through (D), an "**Acquisition Proposal**"), or agree to or endorse any Acquisition Proposal, or (ii) enter into or participate in any discussions or negotiations regarding any of the foregoing, or furnish to any Third Party any information with respect to its business, properties or assets, or otherwise cooperate in any way with, or knowingly assist or participate in, facilitate or encourage, any effort or attempt by any Third Party to do or seek any of the foregoing; *provided* that the foregoing shall not prohibit the Company (either directly or indirectly through advisors, agents or other intermediaries), following receipt of a bona fide Acquisition Proposal, from (i) taking and disclosing to its stockholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) under the 1934 Act or otherwise making disclosure to its stockholders, (ii) failing to make or withdrawing or modifying its recommendation referred to in Section 6.02, (iii) furnishing non-public information with respect to the Company and its subsidiaries to the Third Party who made such Acquisition Proposal pursuant to a customary and

reasonable confidentiality agreement and (iv) participating in negotiations regarding such Acquisition Proposal but in each case referred to in the foregoing clauses (i), (ii), (iii) and (iv) only to the extent that the Board of Directors of the Company, acting with the recommendation of the Company Special Committee, shall have determined, after consultation with outside counsel, that there is a reasonable likelihood that such action is required to prevent the Board of Directors of the Company from breaching its fiduciary duties to the stockholders of the Company under applicable law; *provided, further*, that (A) the Board of Directors of the Company shall not take any of the foregoing actions until reasonable notice of its intent to take such action shall have been given to Buyer, and (B) if the Board of Directors of the Company receives an Acquisition Proposal, then the Company shall promptly inform Buyer of the terms and conditions of such proposal (including the terms and conditions of any amendment to such proposal) and the identity of the person making it. As used in this Agreement, the term "**Third Party**" means any person or "**group**," as described in Rule 13d-5(b) promulgated under the 1934 Act, other than Buyer or any of its affiliates (including Merger Sub).

SECTION 6.05. *Notices of Certain Events*. The Company shall promptly notify Buyer of:

(a) any notice or other communication from any person alleging that the consent of such person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement; and

(c) any material actions, suits, claims, investigations or proceedings commenced or, to the best of its knowledge threatened against, relating to or involving or otherwise affecting the Company or any of its subsidiaries or which relate to the consummation of the transactions contemplated by this Agreement.

ARTICLE 7

COVENANTS OF BUYER

Buyer agrees that:

SECTION 7.01. *Obligations of Merger Sub.* (a) Buyer will take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

(b) Buyer has been informed that Masco Corporation and the Chief Executive Officer of Buyer each intends to tender all Shares beneficially owned by such party pursuant to the Offer. Buyer will notify the Company as soon as reasonably practicable and in any event within one business day after receipt of any indication that Masco Corporation or the Chief Executive Officer of Buyer has modified its or his intentions with respect to tendering Shares pursuant to the Offer.

SECTION 7.02. *Voting of Shares.* Buyer agrees to vote all Shares beneficially owned by it in favor of adoption of this Agreement at the Company Stockholder Meeting.

SECTION 7.03. *Indemnification and Insurance.* Buyer will cause the Surviving Corporation to, and the Surviving Corporation shall, indemnify and hold harmless the present and former officers and directors of the Company in respect of acts or omissions occurring prior to the Effective Time to the fullest extent permitted under the Company's certificate of incorporation and bylaws in effect on the date hereof. For six years after the Effective Time, Buyer will cause the Surviving Corporation to use its best efforts to provide officers' and directors' liability insurance in respect of acts or omissions occurring prior to the Effective Time covering each such person currently covered by the Company's officers' and directors' liability insurance policy (the **"Covered Employees"**) on terms with respect to coverage and amount no less favorable than those of such policy in effect on the date hereof; *provided* that in satisfying its obligation under this Section, Buyer shall not be obligated to cause the Surviving Corporation to pay premiums in excess of 200% of the amount per annum the Company paid in its last full fiscal year, which amount has been disclosed to Buyer prior to the date of this Agreement. The provisions of this Section are for the benefit of and may be enforced after the Effective Time by the Covered Employees.

SECTION 7.04. *SEC Filings.* Buyer shall promptly prepare and file with the SEC under the 1933 Act any Registration Statements on Form S-8 as may be

necessary to register Buyer Shares underlying the Buyer Restricted Shares and shall use its reasonable best efforts to cause any such Registration Statements on Form S-8 to be declared effective by the SEC as promptly as practicable. Buyer shall promptly take any action required to be taken under foreign or state securities or Blue Sky laws in connection with the issuance of Buyer Restricted Shares.

ARTICLE 8

COVENANTS OF THE PARTIES

The parties hereto agree that:

SECTION 8.01. *Best Efforts*. Subject to the terms and conditions of this Agreement and subject to the fiduciary duties under applicable law of the directors of the Company or of the directors constituting the Company Special Committee (as determined by such directors in good faith after consultation with legal counsel), each party will use its commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

SECTION 8.02. *Certain Filings*. The Company and Buyer shall cooperate with one another (a) in connection with the preparation of the Company Disclosure Documents and the Offer Documents, (b) in determining whether any action by or in respect of, or filing with, any governmental body, agency or official, or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (c) in seeking any such actions, consents, approvals or waivers or making any such filings, furnishing information required in connection therewith or with the Company Disclosure Documents or the Offer Documents and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 8.03. *Public Announcements*. Buyer and the Company will consult with each other before issuing any press release or making any public statement with respect to this Agreement and the transactions contemplated hereby and, except as may be required by applicable law or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement prior to such consultation.

SECTION 8.04. *Further Assurances.* At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all rights, title and interest in, to and under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with the Merger.

SECTION 8.05. *Merger Without Meeting of Stockholders.* In the event that Buyer, Merger Sub or any other subsidiary of Buyer shall acquire at least 90% of the outstanding Shares pursuant to the Offer or otherwise, the parties hereto agree, at the request of Buyer, to take all necessary and appropriate action to cause the Merger to be effective as soon as practicable after the acceptance for payment and purchase of Shares by the Purchaser pursuant to the Offer without a meeting of stockholders of the Company in accordance with Section 253 of the Delaware Law.

ARTICLE 9

CONDITIONS TO THE MERGER

SECTION 9.01. *Conditions to the Obligations of Each Party.* The obligations of the Company, Buyer and Merger Sub to consummate the Merger are subject to the satisfaction of the following conditions:

(a) Merger Sub shall have purchased Shares pursuant to the Offer;

(b) if required by the Delaware Law, this Agreement and the Merger shall have been approved and adopted by the stockholders of the Company in accordance with such Law;

(c) any applicable waiting period under the HSR Act relating to the Merger shall have expired; and

(d) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger.

ARTICLE 10

TERMINATION

SECTION 10.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of the Company):

(a) by mutual written consent of the Company (with the approval of the Company Special Committee) and Buyer;

(b) by either the Company or Buyer, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited or if any judgment, injunction, order or decree enjoining the Company or Buyer from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable;

(c) by either the Company or Buyer, if Shares have not been accepted for payment pursuant to the Offer on or prior to the date 60 days after commencement of the Offer; *provided* that (i) neither party will have the right to terminate this Agreement under this Section 10.01(c) during any extension period referred to in the penultimate sentence of Section 1.01(a); and (ii) the right to terminate this Agreement pursuant to this Section 10.01(c) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement results in the failure of the Offer to be consummated;

(d) prior to the acceptance for payment of Shares pursuant to the Offer, by the Company, if (i) any of the representations and warranties of Buyer or Merger Sub contained in this Agreement that are qualified as to materiality were untrue or incorrect when made or have since become, and at the time of termination remain, incorrect (except that with respect to representations and warranties which are made as of a specified date, such right of termination shall apply only if such representations or warranties were untrue or incorrect as of such specified date) or any of the representations and warranties of Buyer or Merger Sub that are not so qualified as to materiality were untrue or incorrect in any material respect when made or have since become, and at the time of determination remain, incorrect in any material respect (except that with respect to representations and warranties which are made as of a specified date, such right of termination shall apply only if such representations or warranties

were untrue or incorrect in any material respect as of such date), *provided* that the Company may not terminate this Agreement pursuant to this clause (i) if the Company had knowledge as of the date hereof that the relevant representation or warranty was untrue or incorrect as of that date; or (ii) Buyer or Merger Sub shall have breached or failed to comply in any material respect with any of their respective obligations under this Agreement, *provided* that if such breach is curable by the breaching party and so long as the breaching party continues to exercise its reasonable best efforts to cure such breach, the Company shall not have the right to terminate the Agreement pursuant to this Section until the date 30 days after notice by the Company to the breaching party of such breach; or

(e) prior to the acceptance for payment of Shares pursuant to the Offer, by Buyer if (i) any of the representations and warranties of the Company contained in this Agreement that are qualified as to materiality were untrue or incorrect when made or have since become, and at the time of termination remain, incorrect (except that with respect to representations and warranties which are made as of a specified date, such right of termination shall apply only if such representations or warranties were untrue or incorrect as of such specified date) or any of the representations and warranties of the Company that are not so qualified as to materiality were untrue or incorrect in any material respect when made or have since become, and at the time of determination remain, incorrect in any material respect (except that with respect to those representations and warranties which are made as of a specified date, such right of termination shall apply only if such representations or warranties were untrue and incorrect in any material respect as of such date) and the failure of any such representations and warranties to be true and correct would, individually or in the aggregate, have a reasonable probability of having a material adverse effect on the Company or of preventing (or materially delaying) the consummation of the Offer, *provided* that Buyer may not terminate this Agreement pursuant to this clause (i) if Buyer had knowledge as of the date hereof that the relevant representation or warranty was untrue or incorrect as of that date; (ii) there shall have been a breach of any covenant or agreement on the part of the Company contained in this Agreement which would, individually or in the aggregate, have a reasonable probability of having a material adverse effect on the Company and its subsidiaries taken as a whole or which would, individually or in the aggregate, have a reasonable probability of preventing (or materially delaying) the consummation of the Offer, which shall not have been cured prior to 30 days after notice by the Company to Buyer of such breach; or (iii) the Board of Directors of the Company (with the approval of the Company Special Committee) shall have withdrawn or

modified (including by amendment of the Schedule 14D-9) in a manner adverse to Buyer its approval or recommendation of the Offer, this Agreement or the Merger and shall not have reinstated such approval or recommendation within three business days thereof, shall have approved or recommended another offer or transaction, or shall have resolved to effect any of the foregoing.

The party desiring to terminate this Agreement pursuant to this Section (other than pursuant to Section 10.01(a)) shall give notice of such termination to the other party in accordance with Section 11.01.

SECTION 10.02. *Effect of Termination.* If this Agreement is terminated pursuant to Section 10.01, this Agreement shall become void and of no effect with no liability on the part of any party hereto, except for liability or damages resulting from a willful and material breach by a party of any covenant or agreement contained in this Agreement and except that the agreements contained in this Section 10.02 and Section 10.03 and Article 11 shall survive the termination hereof.

SECTION 10.03. *Certain Fees.* (a) Except as provided in Section 10.03(b), (c) and (d), all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

(b) So long as neither the Buyer nor Merger Sub shall have materially breached its representations, warranties or obligations under this Agreement, the Company agrees to pay Buyer a fee in immediately available funds equal to $10 million as provided below if (i) this Agreement is terminated by Buyer pursuant to Section 10.01(e)(iii), (ii) the withdrawal or modification of the recommendation of the Board or Directors of the Company or the Company Special Committee shall be made in connection with or as a result of an Acquisition Proposal by a Third Party and (iii) within 12 months after termination of this Agreement, the Company enters into an agreement to consummate an Acquisition Proposal with any Third Party and such Acquisition Proposal shall subsequently be consummated. Such fee shall be payable upon consummation of such Acquisition Proposal (whether or not the Acquisition Proposal (or the Third Party making the Acquisition Proposal) is the same as the Acquisition Proposal (or the Third Party making the Acquisition Proposal) at the time of the withdrawal or modification of such recommendation).

(c) So long as neither Buyer nor Merger Sub shall have materially breached its representations, warranties or obligations under this Agreement, the Company agrees to pay Buyer up to $5 million of Buyer's reasonable out-of-pocket expenses incurred in connection with the transactions contemplated by this

Agreement promptly, but in no event later than two business days, after Buyer terminates this Agreement pursuant to Section 10.01(e)(i) or (ii).

(d) So long as the Company shall not have materially breached its representations, warranties or obligations under this Agreement, Buyer agrees to pay the Company up to $5 million of the Company's reasonable out-of-pocket expenses incurred in connection with the transactions contemplated by this Agreement promptly, but in no event later than two business days, after the Company terminates this Agreement pursuant to Section 10.01(d)(i) or (ii).

ARTICLE 11

MISCELLANEOUS

SECTION 11.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given,

if to Buyer or Merger Sub, to:

MascoTech, Inc.
21001 Van Born Road
Taylor, Michigan 48180
Attention: David B. Liner, Esq.
Vice President and Corporate Counsel
Telecopy: (313) 742-6136

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: David W. Ferguson, Esq.
Telecopy: (212) 450-4800

if to the Company, to:

TriMas Corporation
315 East Eisenhower Parkway
Ann Arbor, Michigan 48108
Attention: Brian P. Campbell
President
Telecopy: (313) 747-6565

with a copy to:

Dickinson, Wright, Moon, Van Dusen & Freeman
500 Woodward Avenue
Detroit, Michigan 48226
Attention: Jerome M. Schwartz, Esq.
Telecopy: (313) 223-3598

and a copy to:

Helmut F. Stern
Arcanum Corporation
410 Jackson Plaza
Ann Arbor, Michigan 48103
Telecopy: (313) 665-6610

or such other address or telecopy number as such party may hereafter specify for the purpose by notice to the other parties hereto. Each such notice, request or other communication shall be effective (a) if given by telecopy, when such telecopy is transmitted to the telecopy number specified in this Section and the appropriate telecopy confirmation is received or (b) if given by any other means, when delivered at the address specified in this Section.

SECTION 11.02. *Survival*. The representations, warranties, covenants and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time. Notwithstanding the foregoing, this Section shall not limit any covenant or agreement of the parties hereto, which by its terms contemplates performance after the Effective Time.

SECTION 11.03. *Amendments; No Waivers*. (a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Buyer and Merger Sub or in the case of a waiver, by the party against whom the waiver is to be effective; *provided* that after the adoption of this Agreement by the stockholders of the Company, no such amendment or waiver shall, without the further approval of such stockholders, alter or change (i) the amount or kind of consideration to be received in exchange for Shares or (ii) any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of Shares. The approval of the Company Special Committee shall be required for any consent referred to in Section 1.01, any

amendment or modification of this Agreement, any extension by the Company of the time for the performance of any obligations or other acts of Buyer or Merger Sub other than as set forth in this Agreement and any waiver of any of the Company's rights under this Agreement.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 11.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto except that Buyer may transfer or assign, in whole or from time to time in part, to one or more of its subsidiaries, the right to purchase shares pursuant to the Offer, but any such transfer or assignment will not relieve Buyer of its obligations under the Offer or prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

SECTION 11.05. *Parties in Interest.* This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement except for Sections 2.03, 2.05, 7.03 and 7.04 (which are intended to be for the benefit of the persons referred to therein, and may be enforced by such persons).

SECTION 11.06. *Governing Law.* This Agreement shall be construed in accordance with and governed by the law of the State of Delaware.

SECTION 11.07. *Jurisdiction.* Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party anywhere in the

world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.01 shall be deemed effective service of process on such party.

SECTION 11.08. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

SECTION 11.09. *Entire Agreement.* This Agreement and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

SECTION 11.10. *Captions.* The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

SECTION 11.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any parties. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby shall be consummated as originally contemplated to the fullest extent possible.

SECTION 11.12. *Definitions.* (a) For purposes of this Agreement:

"**affiliate**" means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with such person.

"**knowledge**" of any person which is not an individual means the actual knowledge of those individuals listed in Section 11.12 of the Company's Disclosure Schedule.

"**material adverse effect**" means, when used in connection with Buyer or the Company, a material adverse effect on the business, operations, assets, liabilities, financial condition or results of operations of Buyer and its subsidiaries, taken as a whole, or the Company and its subsidiaries, taken as a whole, as the case may be.

"**officer**" means in the case of Buyer and the Company, each executive officer of Buyer or the Company, as applicable, within the meaning of Rule 3b-7 of the 1934 Act.

"**person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**subsidiary**" means, with respect to any person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such person.

"**wholly owned subsidiary**" means, with respect to the Company, any subsidiary of the Company all of the issued and outstanding voting securities (other than qualifying shares) of which are beneficially owned by the Company or a wholly owned subsidiary of the Company.

A reference in this Agreement to any statute shall be to such statute as amended from time to time, and to the rules and regulations promulgated thereunder.

(b) Each of the following terms is defined in the Section set forth opposite such term:

1933 Act	4.06
1934 Act	1.01
Acquisition Proposal	6.04
affiliate	11.12
Balance Sheet	4.08
Balance Sheet Date	4.08
Buyer	Preamble
Buyer Oversight Committee	Preamble
Buyer Phantom Shares	2.05
Buyer Restricted Shares	2.05
Certificate of Merger	2.01
Closing	2.01

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TRIMAS CORPORATION

By: _____
Name: Peter C. DeChants
Title: Vice President - Treasurer

MASCOTECH, INC.

By: _____
Name: Timothy Wadhams
Title: Vice President

MASCOTECH ACQUISITION, INC.

By: _____
Name: Timothy Wadhams
Title: Vice President and Treasurer

Notwithstanding any other provision of the Offer, Merger Sub (x) shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) promulgated under the 1934 Act (relating to Merger Sub's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for any Shares, (y) may delay the acceptance for payment of or payment for any Shares or (z) subject to the terms of the Merger Agreement, may terminate or amend the Offer as to any Shares not then paid for if (i) the Minimum Condition shall not have been satisfied, (ii) any applicable waiting period under the HSR Act shall not have expired or been terminated or (iii) at any time prior to the acceptance for payment of Shares pursuant to the Offer, any of the following conditions exist or shall occur:

(a) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the NYSE or in the over-the-counter market, (ii) any declaration of a banking moratorium by Federal or New York or Michigan authorities or general suspension of payments in respect of lenders that regularly participate in the United States market in loans to large corporations, (iii) any material limitation by any Federal, state or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency in the United States that materially affects the extension of credit generally by lenders that regularly participate in the United States market in loans to large corporations, (iv) any commencement of a war involving the United States or any commencement of armed hostilities or other national or international calamity involving the United States that has a material adverse effect on bank syndication or financial markets in the United States or (v) in the case of any of the foregoing occurrences existing on or at the time of the commencement of the Offer, a material acceleration or worsening thereof; or

(b) there shall be pending any action or proceeding (or any investigation or other inquiry that might result in such an action or proceeding) by any governmental authority or administrative agency before any governmental authority, administrative agency or court of competent jurisdiction, domestic or foreign, or there shall be in effect any judgment, decree or order of any governmental authority, administrative agency or court of competent jurisdiction, or any other legal restraint, (i) preventing or seeking to prevent consummation of the Offer, the Merger or the other transactions contemplated by the Merger Agreement, (ii) prohibiting or seeking to prohibit or limiting or seeking to limit Buyer or Merger Sub from exercising any material rights and privileges pertaining to the ownership of the Shares or (iii) compelling or seeking to compel any party or any of its subsidiaries to dispose of or hold separate all or any portion of the

business or assets of Buyer or the Company or any of their respective subsidiaries that is material in relation to the consolidated business or assets of Buyer and its subsidiaries or the Company and its subsidiaries, in each case as a result of the Offer, the Merger or the other transactions contemplated by the Merger Agreement; or

(c) any event, occurrence, development or state of circumstances or facts which has had or has a reasonable probability of having, individually or in the aggregate, a material adverse effect on the Company; or

(d) it shall have been publicly disclosed or Buyer shall have otherwise learned that (i) any person or "group" (as defined in Section 13(d)(3) of the 1934 Act) other than Buyer and its affiliates shall have acquired beneficial ownership of more than 20% of the Shares, through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of more than 20% of the Shares unless such Shares shall have been tendered pursuant to the Offer and not withdrawn or (ii) any person or group shall have entered into a definitive agreement or an agreement in principle with respect to a merger, consolidation or other business combination with the Company; or

(e) Buyer, Merger Sub or the Company or their affiliates shall have failed to make any filings with or to obtain any approvals or authorizations from any governmental body, agency, official or authority (other than under the HSR Act) or any applicable waiting period related thereto shall not have expired or been terminated, which filings, approvals or authorizations (or the expiration of such waiting periods) are legally required to be obtained or made by them (or to have expired or terminated) prior to the consummation of the Offer and which, if not obtained or made (or expired or terminated) would, individually or in the aggregate, have a reasonable probability of having a material adverse effect on Buyer or the Company;

(f) (i) the Company shall have failed to perform in all material respects all of its obligations under the Merger Agreement required to be performed by it at or prior to the time Shares are accepted for payment pursuant to the Offer or (ii) except for such inaccuracies or omissions the consequences of which do not singly or in the aggregate constitute a material adverse effect on the Company, the representations and warranties of the Company contained in the Merger Agreement shall not be true in all respects at and as of the time Shares are accepted for payment pursuant to the Offer as if made at and as of such time (except as to those representations and warranties which are made as of a specified date, which shall be true and correct as of such date); or

(g) the Merger Agreement shall have been terminated in accordance with its terms; or

(h) the Board of Directors of the Company shall have withdrawn or modified its recommendation of the Offer or the Merger;

which, in the reasonable judgment of Buyer in any such case, and regardless of the circumstances (including any action or omission by Buyer) giving rise to any such condition, makes it inadvisable to proceed with such acceptance for payment or payment.

December 10, 1997

MascoTech, Inc.
21001 Van Born Rd.
Taylor, MI 48180

Ladies and Gentlemen:

We refer to the Agreement and Plan of Merger (the "Agreement") to be entered into today by and among MascoTech, Inc., a Delaware corporation ("MascoTech"), MascoTech Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of MascoTech ("MascoTech Acquisition"), and TriMas Corporation, a Delaware corporation (the "Company"), pursuant to which MascoTech Acquisition, Inc. will merge with and into the Company as provided in the Agreement.

This letter constitutes the Company's Disclosure Schedule referred to in the Agreement. Any matter disclosed in one section or subsection hereof shall be deemed to be disclosed for all purposes of the Agreement and this Company's Disclosure Schedule in all other sections or subsections hereof in which the disclosure of such items would reasonably be considered responsive. Terms defined in the Agreement are used with the same meaning in this Company's Disclosure Schedule. Except as required in connection with the transactions contemplated by the Agreement (including any use in connection with the enforcement of any provisions thereof), this Company's Disclosure Schedule shall be subject to the terms and provisions of the Confidentiality Agreement.

The Company's Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement and is not intended to constitute, and shall not be construed as constituting, any representation or warranty of the Company except as and to the extent expressly provided in the Agreement. The fact that any item of information is contained herein shall not be construed to mean that such information is required to be disclosed in or pursuant to the Agreement. Such information shall not be used as a basis for interpreting the terms "material," "materially" or "materiality" in the Agreement.

The Section headings in this Company's Disclosure Schedule are for convenience of reference only and shall not be deemed to alter or affect the express description of the Sections of this Company's Disclosure Schedule as set forth in the Agreement.

By reference to the Agreement (using the Section references therein), the following are disclosed:

Section 2.05 **Stock Options and Restricted Stock Awards**

See Schedule 2.05

Section 4.01 **Corporate Existence and Power**

See Schedule 4.01

Section 4.02 **Corporate Authorization**

See Schedule 4.02

Section 4.03 **Governmental Authorization**

See Schedule 4.03

Section 4.04 **Non-Contravention**

See Schedule 4.04

Section 4.05 **Capitalization**

See Schedule 4.05

Section 4.06 **Subsidiaries**

See Schedule 4.06

Section 4.07 **SEC Filings**

See Schedule 4.07

Section 4.08 **Financial Statements**

See Schedule 4.08

Section 4.09 **Disclosure Documents**

See Schedule 4.09

Section 4.10 **Absence of Certain Changes**

See Schedule 4.10

Section 4.11 **No Undisclosed Material Liabilities**

See Schedule 4.11

Section 4.12 **Compliance with Laws and Court Orders**

See Schedule 4.12

Section 6.01 **Conduct of the Company**

See Schedules 6.01, 6.01(b), 6.01(c), 6.01(d), and 6.01(e)

Section 6.03 **Access to Information**

See Schedule 6.03

Section 11.12 **Definitions**

See Schedule 11.12

Very truly yours,

TRIMAS CORPORATION

By: Peter C. DeChants
Name: Peter C. DeChants
Title: Vice President - Treasurer

MascoTech, Inc. and MascoTech Acquisition, Inc. acknowledge receipt of this Company's Disclosure Schedule (including the Schedules referred to herein).

MASCOTECH, INC.

By: Timothy Wadhams 12/10/97
Name: Timothy Wadhams Date
Title: Vice President

MASCOTECH ACQUISITION, INC.

By: Timothy Wadhams 12/10/97
Name: Timothy Wadhams Date
Title: Vice President and Treasurer

Schedule 2.05

Section 2.05 and Section 4.04 of the Agreement are subject to (and expressly qualified by) the governing assumption that the directors of the Company identified in Section 3.03 of the Agreement continue to serve as directors of the Company during all periods from the date hereof through the Effective Time.

Schedule 4.01

None

Schedule 4.02

None

Schedule 4.03

Filings with and approvals, if any, by the appropriate governmental entities required under any contracts, agreements or commitments of one of the Company's subsidiaries, Monogram Aerospace Fasteners Inc., to provide goods or services to the United States government or any of its agencies, offices, departments, authorities, bodies, services, bureaus or divisions.

Filings, reports or approvals, if any, required under the environmental laws of the State of New Jersey.

The Company makes no warranties or representations with respect to the financing commitment or the terms of such financing.

Schedule 4.04

Without the consent of the other parties, consummation of the transactions contemplated by the Agreement may result in defaults, terminations of rights, acceleration of rights or obligations or loss of benefit under any or all of the following:

The Company's Credit Agreement dated as of February 1, 1993, as amended

TriMas Corporation Limited's Credit Agreement dated 23rd July, 1996

Stolz Verwaltungsgesellschaft mit beschrankter Haftung Credit Agreement dated 30 October, 1996

Loan Note between TriMas Corporation Limited, Rysiek J Piasecki and Nations Bank NA dated 13 October, 1997

Trust Indenture between Clinton County Redevelopment Authority and Fort Wayne National Bank, Trustee dated February 1, 1997, or Guaranty Agreement dated as of February 1, 1997, between TriMas Corporation and Fort Wayne National Bank, Trustee

TriMas Corporation 1988 Stock Option Plan (Restated December 5, 1995)

Stock options granted under the TriMas Corporation 1995 Long Term Stock Incentive Plan (Restated December 5, 1995)

Certain interests in foreign real estate and change in control provisions in certain leases of real estate or certain guarantees by the Company of leases by any of its subsidiaries.

The employment agreements described in Section 2.01(d) of the Agreement.

The Company makes no warranties or representations with respect to the financing commitment or the terms of such financing.

See also Schedule 2.05

Schedule 4.05

The Company may acquire Shares as the result of forfeitures of unvested restricted stock awards or the surrender of Shares by employees or consultants of the Company in conjunction with exercises of stock options previously issued pursuant to the TriMas Corporation 1988 Restricted Stock Incentive Plan (Restated December 5, 1995), the TriMas Corporation 1988 Stock Option Plan (Restated December 5, 1995), and the TriMas Corporation 1995 Long Term Stock Incentive Plan (Restated December 5, 1995)

Schedule 4.06

NAME OF COMPANY

Compac Corporation

Draw-Tite, Inc.

Eskay Screw Corporation

Fulton Performance Products, Inc.

Lake Erie Screw Corporation

TriMas Fasteners, Inc.

Lamons Metal Gasket Co.

Monogram Aerospace Fasteners Inc.

Norris Cylinder Company

Reese Products, Inc.

Rieke Corporation

Schedule 4.07

None

Schedule 4.08

None

Schedule 4.09

None

Schedule 4.10

Guarantees by the Company or it subsidiaries of obligations of its subsidiaries previously existing or incurred in accordance with this Agreement.

Company Shares acquired as the result of forfeitures of unvested restricted stock awards or the surrender of Shares by employees or consultants of the Company in conjunction with exercises of stock options previously issued pursuant to the TriMas Corporation 1988 Restricted Stock Incentive Plan (Restated December 5, 1995), the TriMas Corporation 1988 Stock Option Plan (Restated December 5, 1995), and the TriMas Corporation 1995 Long Term Stock Incentive Plan (Restated December 5, 1995).

A severance package has been offered to the former President of Eskay Screw Corporation whose employment will terminate effective December 31, 1997, and a payment or payments under that package may be finalized and delivered by the Company to him.

A director of Stolz GmbH has been terminated and may receive severance payments from Stolz GmbH.

As approved by the Board of Directors on September 10, 1997, the Company has agreed to pay the members of the Company Special Committee for each meeting held in conjunction with their review and negotiation of the transactions contemplated by this Agreement.

The Company intends to enter into employment agreements with certain key officers and employees, as previously disclosed to the Buyer.

Subsidiaries of the Company may enter into collective bargaining agreements as existing agreements expire according to their terms.

The Company is changing the third party administrator on its workers compensation plan from Scibal to a division of Hartford Insurance Company.

The Company, or its subsidiary Lamons Metal Gasket Co., intends to acquire real property and commence construction of a new facility to house the operations and offices of Lamons Metal Gasket.

The potential acquisition by the Company or a subsidiary of either the assets or capital stock of GHX Incorporated or Gruppo TOV.

Beaumont Bolt, a subsidiary of the Company, may enter into a lease of real estate to expand its business in La Porte, Texas, and its obligations under that lease may be guaranteed by the Company.

The Company expects to adopt FAS 128 at or about the end of 1997.

As approved by the Compensation Committee of the Board of Directors at its meeting on September 10, 1997, restricted stock awards totaling 12,000 shares were awarded.

A subsidiary of the Company acquired certain assets and business from Limburg GmbH.

A subsidiary of the Company, Mongo Electronics, Inc., has discontinued its operations, released its employees and transferred all of its assets and may be dissolved.

Eskay Screw Corporation has lost a contract with a customer for the sales of small diameter fasteners with associated annual revenue of approximately $1.2 million.

A customer of Rieke Corporation has acquired a company which may be able to supply it products which Rieke presently supplies.

The Company may pay year-end bonuses to its directors.

The employment of the Chairman of Rieke may be terminated by retirement or otherwise.

A subsidiary of the Company entered into a Loan Note with Rysiek J. Piasecki and NationsBank NA dated 13 October 1997.

A customer of Commonwealth Industries has announced plans to expand their heat treating facilities which may allow them to perform services currently provided by Commonwealth.

Schedule 4.11

Indebtedness and any associated obligations incurred under existing credit facilities if such incurrence would not otherwise violate the Agreement.

Certain subsidiaries of the Company may not be in compliance with Proposition 65 in California.

The "additional minimum liability" related to the defined benefit retirement plans of the Company and its subsidiaries, described in Statement of Financial Accounting Standards No. 87, as disclosed in the footnotes in the Company SEC Filings, has not been recorded due to immateriality.

Loan Note between TriMas Corporation Limited, Rysiek Piasecki and NationsBank NA dated 13 October 1997.

Schedule 4.12

Certain subsidiaries of the Company may not be in compliance with Proposition 65 in California.

Schedule 6.01

The Company, or its subsidiary Lamons Metal Gasket Co., intends to acquire real property and commence construction of a new facility to house the operations and offices of Lamons Metal Gasket.

The Company or a subsidiary intends to expand the manufacturing facility and acquire additional manufacturing equipment at the Frankfort, Indiana facility of TriMas Fasteners, Inc.

The Company or a subsidiary may settle a claim asserted against the former owner of Stolz GmbH related to the acquisition of Stolz.

The Company or a subsidiary may settle a claim asserted against Nippon Lever for breach of contract.

The Company may settle a claim for indemnification asserted against Masco Corporation relating to the acquisition of certain businesses from Masco.

Norris Cylinder Company intends to enter into a supply contract to sell compressed gas cylinders to British Oxygen Company.

The Company or any subsidiary may reduce or terminate any commitments under existing bank credit facilities.

A subsidiary of the Company, Mongo Electronics, Inc., has discontinued its operations, released its employees and transfered all of its assets and may be dissolved.

Reference is made to any matter disclosed in the Company SEC Filings.

Reference is made to Schedule 4.10 and the items disclosed therein.

Schedule 6.01(b)

The possible acquisition by the Company or a subsidiary of either the assets or capital stock of either GHX Incorporated or Gruppo TOV.

The Company or its subsidiary Lamons Metal Gasket Co. intends to acquire real property and commence construction of a new facility to house the operations and offices of Lamons Metal Gasket.

Schedule 6.01(c)

Possible sale of the assets or capital stock of Commonwealth Industries by the Company.

Possible sale of real property located in Belleville, Michigan.

Schedule 6.01(d)

Company Shares may be acquired as the result of forfeitures of unvested restricted stock awards or the surrender of Shares by employees or consultants of the Company in conjunction with exercises of stock options previously issued pursuant to the TriMas Corporation 1988 Restricted Stock Incentive Plan (Restated December 5, 1995), the TriMas Corporation 1988 Stock Option Plan (Restated December 5, 1995), and the TriMas Corporation 1995 Long Term Stock Incentive Plan (Restated December 5, 1995).

Redemption of any indebtedness owing under any credit facility, borrowing arrangement or obligation of the Company or any subsidiary for borrowed funds.

Redemption of the Loan Note between TriMas Corporation Limited, Rysiek J Piasecki and NationsBank NA dated 13 October, 1997.

Schedule 6.01(e)

The Company may make changes to any benefit or compensation package to the extent required to comply with any law or as a result of union negotiations.

The Company and its subsidiaries may approve and pay annual cash incentive bonuses, merit pay increases, pay increases due to changes in responsibilities, and contributions and payouts for profit sharing plans (other than to employees who have entered into employment contracts with the Company since September 30, 1997), in each instance using approval procedures, processes, practices and criteria consistent with those utilized by the Company and its subsidiaries in the past.

The Company intends to enter into employment agreements with certain key officers and employees as previously disclosed to the Buyer

Changes in benefit plans of the Company or any of its subsidiaries consistent with changes made to Buyer's benefit plans.

Certain qualified retirement plans for hourly employees have been or may be amended to increase the benefit multiplier.

The Company may pay year-end bonuses to directors.

The Company may grant incentive restricted stock awards as may be approved by the Compensation Committee of the Board.

Schedule 6.03

The Company and its subsidiaries are in possession of certain confidential information relating to potential acquisitions by the Company which, pursuant to the terms of governing confidentiality agreements, may not be disclosed to the Buyer. The Company and its subsidiaries are no longer actively pursuing any of these acquisitions.

Schedule 11.12

The Company

Brian P. Campbell
William E. Meyers
Peter C. DeChants
Douglas P. Roosa
Kenneth W. Crawford

Buyer

Richard A. Manoogian
Lee M. Gardner
Timothy Wadhams
David Liner
John R. Leekley
Barry J. Silverman

BLOOMFIELD 44292-1 230928

EXHIBIT V

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, dated as of January 15, 1998, is between NI Industries, Inc., a Delaware corporation ("NI"), and MascoTech Acquisition, Inc., a Delaware corporation ("MascoTech Acquisition") (NI and MascoTech Acquisition being collectively referred to as the "Constituent Corporations").

A. Each of the Constituent Corporations is a wholly owned subsidiary of MascoTech, Inc., a Delaware corporation ("MascoTech").

B. MascoTech Acquisition, MascoTech and TriMas Corporation ("TriMas") are parties to an Agreement and Plan of Merger dated as of December 10, 1997, as amended (the "TriMas Merger Agreement"), providing for the merger (the "Merger") of the Masco Acquisition with and into TriMas upon the terms set forth therein.

C. NI and the parties to the TriMas Merger Agreement deem it advisable and generally for the welfare of said corporations that NI merge with and into MascoTech Acquisition pursuant to Section 251 of the General Corporation Law of Delaware, under Section 368(a)(1)(A)of the Internal Revenue Code of 1986, and as contemplated herein.

ARTICLE I

In accordance with the provisions of the laws of the State of Delaware, NI shall be merged with and into MascoTech Acquisition, which shall be, and is herein sometimes referred to as, the "Surviving Corporation."

ARTICLE II

The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of Delaware (the "Effective Date").

ARTICLE III

On the Effective Date, the issued shares of capital stock of NI shall by virtue of the Merger cease to exist and shall be canceled without payment of any consideration therefor.

ARTICLE IV

The Articles of Incorporation of MascoTech Acquisition, as on file with the Secretary of State of Delaware on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law, and the Bylaws of MascoTech Acquisition, as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation until amended in accordance with applicable law.

ARTICLE V

On the Effective Date, the directors and officers of MascoTech Acquisition shall be the directors and officers of the Surviving Corporation. Each such director and officer shall hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation, until the next annual stockholders meeting of the Surviving Corporation and until their successors shall be elected or appointed and shall duly qualify.

ARTICLE VI

On the Effective Date, the separate existence of NI shall cease, and all the property, rights, privileges, powers and other assets and property of every kind and description of NI shall be transferred to and vested in the Surviving Corporation without further act or deed and all property, rights and every other interest of the Surviving Corporation and NI, shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and NI, respectively. The Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of each of the Constituent Corporations. A claim existing or action or proceeding pending by or against a Constituent Corporation may be prosecuted as if the Merger had not taken place. The rights of creditors and a lien upon the property of a Constituent Corporation shall not be impaired by the Merger.

ARTICLE VII

The officers of each Constituent Corporation are authorized to do all acts and things necessary and proper to effect the Merger.

ARTICLE VIII

Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the Board of Directors of either Constituent Corporation at any time prior to the date of filing the Certificate of Merger with the Secretary of State of Delaware. This Agreement may be amended by the Boards of Directors of the Constituent Corporations at any time prior to the date of filing the Certificate of Merger with the Secretary of State of Delaware; provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporations, unless approved by such stockholders.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and that fact having been certified by the Secretary or an Assistant Secretary of each party hereto, have caused this instrument to be executed by the President or a Vice President of each party hereto as the respective act, deed and agreement of each of said corporations, on this 15th day of January, 1998.

NI INDUSTRIES, INC.

By _____

Name: Lee M. Gardner

Title: Vice President of Administration

MASCOTECH ACQUISITION, INC.

By _____

Name: Timothy Wadhams

Title: Vice President

I, David B. Liner, Secretary of MascoTech Acquisition, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, that the Agreement and Plan of Merger and Reorganization to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of NI Industries, Inc., a corporation of the State of Delaware, was duly adopted pursuant to section 228 of the General Corporation of Delaware by the unanimous written consent of the stockholder holding 1,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement and Plan of Merger and Reorganization was thereby adopted as the act of the stockholder of said MascoTech Acquisition, Inc and the duly adopted agreement and act of said corporation.

WITNESS my hand on this 15th day of January, 1998.

Secretary

I, David B. Liner, Assistant Secretary of NI Industries, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, that the Agreement and Plan of Merger and Reorganization to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of MascoTech Acquisition, Inc., a corporation of the State of Delaware, was duly adopted pursuant to section 228 of the General Corporation Law of Delaware by the unanimous written consent of the stockholders holding 1,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement and Plan of Merger and Reorganization was thereby adopted as the act of the stockholder of NI Industries, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 15th day of January, 1998.

Secretary

NORTON ROSE FULBRIGHT

September 20, 2013

Fulbright & Jaworski LLP
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United States

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Jeannette L. Bashaw
Legal Analyst
State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100
Sacramento, CA 95812-0100

Re: Request for Stay of Los Angeles Regional Water Quality Control Board Cleanup and Abatement Order No. R4-2013-0099, Dated July 30, 2013

Dear Ms. Bashaw:

TriMas Corporation ("TriMas") previously submitted a petition for review of Cleanup and Abatement Order No. R4-2013-0099 ("Cleanup and Abatement Order"), issued by the Los Angeles Regional Water Quality Control Board ("Regional Board") to TriMas. TriMas now requests a stay of the Cleanup and Abatement Order pursuant to California Code of Regulations title 23, section 2053, on the following bases:

(1) TriMas will suffer substantial harm if a stay is not granted;

(2) Granting of the stay proposed by TriMas will not cause substantial harm to other interested persons (the other recipients of the Cleanup and Abatement Order, LSI/Agere and Mr. and Mrs. Tam) or to the general public. In fact, TriMas understands that the other interested persons (LSI/Agere and Mr. and Mrs. Tam) have also requested a stay of the Order pending the resolution of their petitions;

(3) Substantial disputed questions of fact and law exist regarding the action proposed to be implemented in the Cleanup and Abatement Order, which are raised by the petition and should be decided before the Order is implemented and/or enforced.

Each of these grounds is further discussed in the attached declaration of Albert H. Bostain, Director of Environmental, Health & Safety for TriMas Corporation.

First, TriMas will unquestionably suffer substantial harm if a stay is not granted. It will be forced to expend substantial sums to implement an order to conduct work at a site for which it believes it has no liability. To date, TriMas has seen no evidence that it or any predecessor of TriMas released hazardous substances at the Alhambra property. TriMas also contests the Regional Board's apparent determination that it is liable as the successor to prior site owner or operator. The cost of conducting all of the work required by the Order at the site is currently unknown to TriMas, but we note that another potentially responsible party, LSI/Agere, has estimated the cost as being in a range up to $1.7 million. The Order requires the submission of two complex work plans by October 1, 2013 – one describing work proposed to characterize site soil and soil

gas, and the other proposing work to characterize any indoor air contamination. Even if TriMas were not contesting its liability for this work, it would need an extension of this deadline and others in the Order. The October 1, 2013 deadline is unworkably short and unrealistic. TriMas would need more time to obtain and review all existing data, retain appropriate technical consultants, and to try to work with the other Order recipients to coordinate and hopefully prevent duplicative work and overlapping work plans (which could result from the Order's failure to provide direction regarding the manner in which multiple recipients should perform the work required under the Order). And here, where the important issue of liability is being contested, due process and basic fairness require granting a stay while the parties' various challenges to liability are determined.

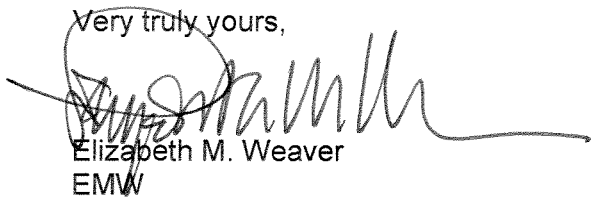
Second, there will be no harm to any party or the public by granting the requested stay. The Regional Board has already taken many years to address this site, and a short further delay is not material. Further, TriMas understands that the other parties named in the Order also support a stay pending the resolution of issues raised in their petitions.

Third, substantial disputed questions of law and fact exist that are critical to the fairness and legality of an Order to conduct work and cleanup. In its petition, TriMas demonstrated that it has no liability for the actions of a Thermador entity at the site, and that it was mis-identified as the successor company. Further, Trimas has also pointed out that the Regional Board has cited no evidence of any release at this site by TriMas or any predecessor of TriMas. Until those key issues are resolved, a stay is appropriate. Until such time as the Regional Board can demonstrate that TriMas is a liable party, TriMas has no option except to challenge the Order. Thus, it is appropriate to stay the Order until the issues raised in the petition have been resolved.

For all the reasons asserted, TriMas respectfully requests that the State Board issue a stay of the Order as to TriMas as of the date of issuance, pursuant to California Code of Regulations, title 23, Section 2053, while the State Board is considering the TriMas petition. As set forth in the Declaration of Albert H. Bostain (attached), in the absence of a stay there will be substantial harm to TriMas, which will incur internal and direct costs of implementing actions for which it is not liable. The infeasible deadlines in the Order, including the submission of work plans by October 1, 2013, will severely impact TriMas. Granting the stay will not prejudice any party.

Thank you for your consideration of this request for stay.

Very truly yours,



Elizabeth M. Weaver
EMW

Enclosure
cc: (all cc's with enclosure)
Samuel Unger, Executive Director
Los Angeles Regional Water Quality Control Board
Al Bostain, TriMas Corporation

Scott Houthuysen, LSI/Agere Systems, Inc.
Mr. Wayne Tam and Mrs. Millicent Tam, RIM Development Company

DECLARATION OF ALBERT H. BOSTAIN IN SUPPORT OF TRIMAS CORPORATION'S REQUEST FOR STAY

I, Albert H. Bostain, declare:

1. I am the Director of Environmental, Health and Safety for petitioner TriMas Corporation ("TriMas"), which filed a petition with the State Water Resources Control Board ("State Board") on August 29, 2013, challenging the legality and appropriateness of Cleanup and Abatement Order No. R4-2013-0099 ("Cleanup and Abatement Order" or "Order") as it relates to TriMas.

2. TriMas will suffer substantial harm if a stay of the Cleanup and Abatement Order is not issued by the State Board. The State Board's review of TriMas's petition may take weeks or months. If the Cleanup and Abatement Order is allowed to be enforced in the interim, TriMas will suffer substantial harm by having to expend funds to implement an order for which it has no liability, as was asserted in the petition submitted by TriMas on August 29, 2013.

3. Specifically, the costs and prejudice that TriMas will incur needlessly and without justification if the Order is allowed to be enforced during the pendency of TriMas's petition to the State Board, include all of the following:

a. The costs of preparing work plans and the cost of conducting work required in the Cleanup and Abatement Order, which TriMas cannot now estimate with certainty. However, I estimate that the costs over the next few months would be in the tens or hundreds of thousands of dollars. The total costs to implement all of the work described in the Cleanup and Abatement Order would be much higher and are not currently estimable by TriMas. (TriMas notes, however, that LSI/Agere has previously advised the Water Board that its consultant has estimated the remedial costs of implementing the Order to be as high as $1.7 million).

b. The costs of coordinating among the various recipients of the Cleanup and Abatement Order to seek to determine an appropriate or feasible method of implementing an Order directed to multiple parties without directions regarding the tasks to be performed or funded by each; and

c. The costs of trying to meet deadlines under the Cleanup and Abatement Order that are unreasonably and unworkably short, including the October 1, 2013 deadline for submitting multiple complex work plans for site investigation. The shortness and immediacy of the deadlines would require TriMas to participate in the project without having adequate time within which to carefully interview and retain competent consultants and contractors, thus potentially resulting in additional costs and less focused and effective work products.

4. To my knowledge, there would be no harm suffered by other interested persons or by the public interest if the Water Board were to allow the issues to be decided in an orderly and logical manner, by staying the Cleanup and Abatement Order, and then deciding the petition and determining whether the Order was properly issued to TriMas and the other Order recipients. I am not aware of any short-term risks of harm to the public or to the environment that would occur if the Order were stayed as requested by TriMas.

5. As set forth in the petition filed by TriMas, there are substantial questions of law and fact regarding the appropriateness and legality of the Cleanup and Abatement Order in so far as it relates to TriMas. These issues should be determined before the Order is implemented in any respect. Doing otherwise would cause severe prejudice to TriMas.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 20 day of September, 2013, in Auburn, Indiana.

Albert H. Bostain

DECLARATION OF ALBERT H. BOSTAIN IN SUPPORT OF TRIMAS CORPORATION'S REQUEST FOR STAY

I, Albert H. Bostain, declare:

1. I am the Director of Environmental, Health and Safety for petitioner TriMas Corporation ("TriMas"), which filed a petition with the State Water Resources Control Board ("State Board") on August 29, 2013, challenging the legality and appropriateness of Cleanup and Abatement Order No. R4-2013-0099 ("Cleanup and Abatement Order" or "Order") as it relates to TriMas.

2. TriMas will suffer substantial harm if a stay of the Cleanup and Abatement Order is not issued by the State Board. The State Board's review of TriMas's petition may take weeks or months. If the Cleanup and Abatement Order is allowed to be enforced in the interim, TriMas will suffer substantial harm by having to expend funds to implement an order for which it has no liability, as was asserted in the petition submitted by TriMas on August 29, 2013.

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a. The costs of preparing work plans and the cost of conducting work required in the Cleanup and Abatement Order, which TriMas cannot now estimate with certainty. However, I estimate that the costs over the next few months would be in the tens or hundreds of thousands of dollars. The total costs to implement all of the work described in the Cleanup and Abatement Order would be much higher and are not currently estimable by TriMas. (TriMas notes, however, that LSI/Agere has previously advised the Water Board that its consultant has estimated the remedial costs of implementing the Order to be as high as $1.7 million).

b. The costs of coordinating among the various recipients of the Cleanup and Abatement Order to seek to determine an appropriate or feasible method of implementing an Order directed to multiple parties without directions regarding the tasks to be performed or funded by each; and

c. The costs of trying to meet deadlines under the Cleanup and Abatement Order that are unreasonably and unworkably short, including the October 1, 2013 deadline for submitting multiple complex work plans for site investigation. The shortness and immediacy of the deadlines would require TriMas to participate in the project without having adequate time within which to carefully interview and retain competent consultants and contractors, thus potentially resulting in additional costs and less focused and effective work products.

4. To my knowledge, there would be no harm suffered by other interested persons or by the public interest if the Water Board were to allow the issues to be decided in an orderly and logical manner, by staying the Cleanup and Abatement Order, and then deciding the petition and determining whether the Order was properly issued to TriMas and the other Order recipients. I am not aware of any short-term risks of harm to the public or to the environment that would occur if the Order were stayed as requested by TriMas.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 20 day of September, 2013, in Auburn, Indiana.

Albert H. Bostain