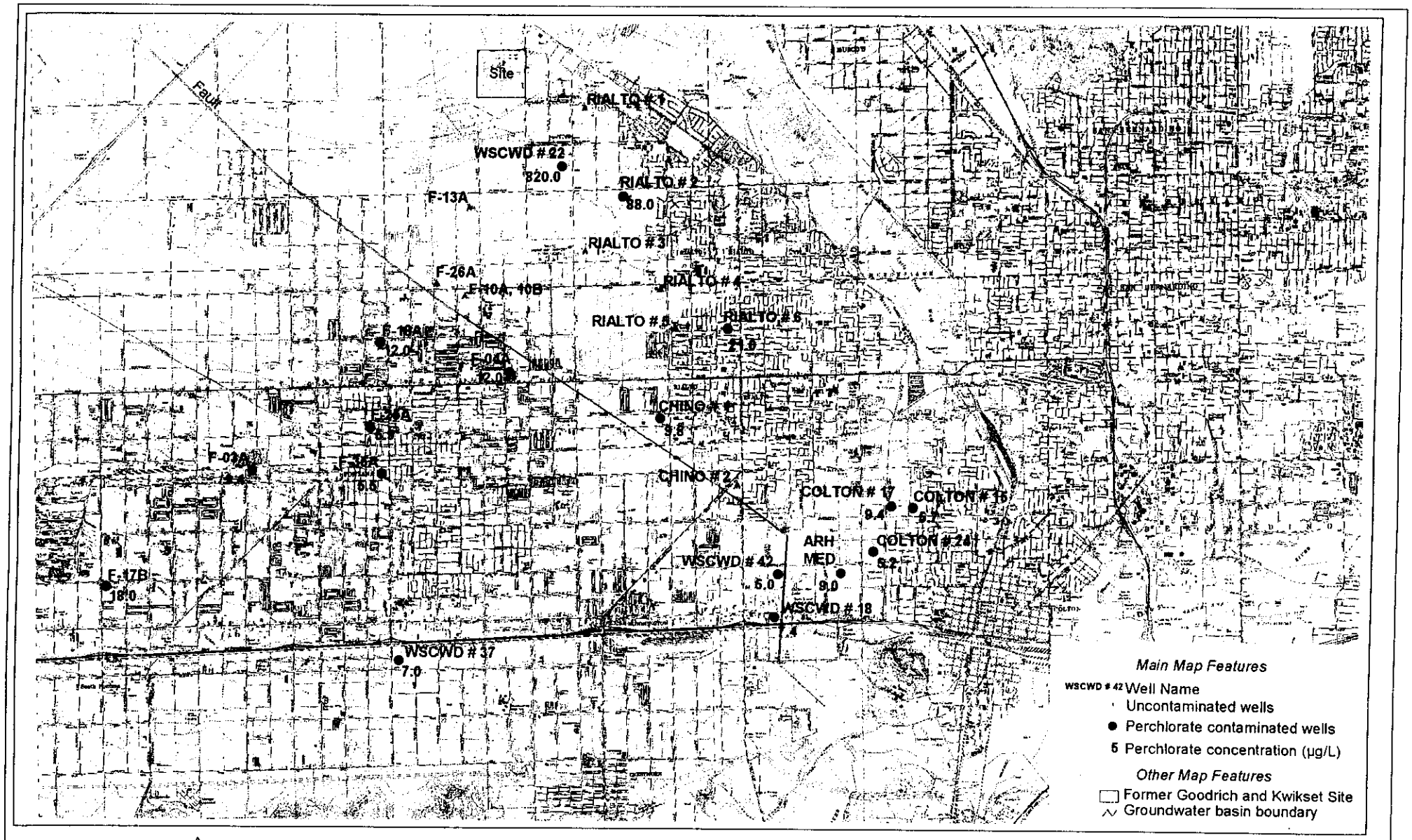
ATTACHMENT 1

Well Location Map



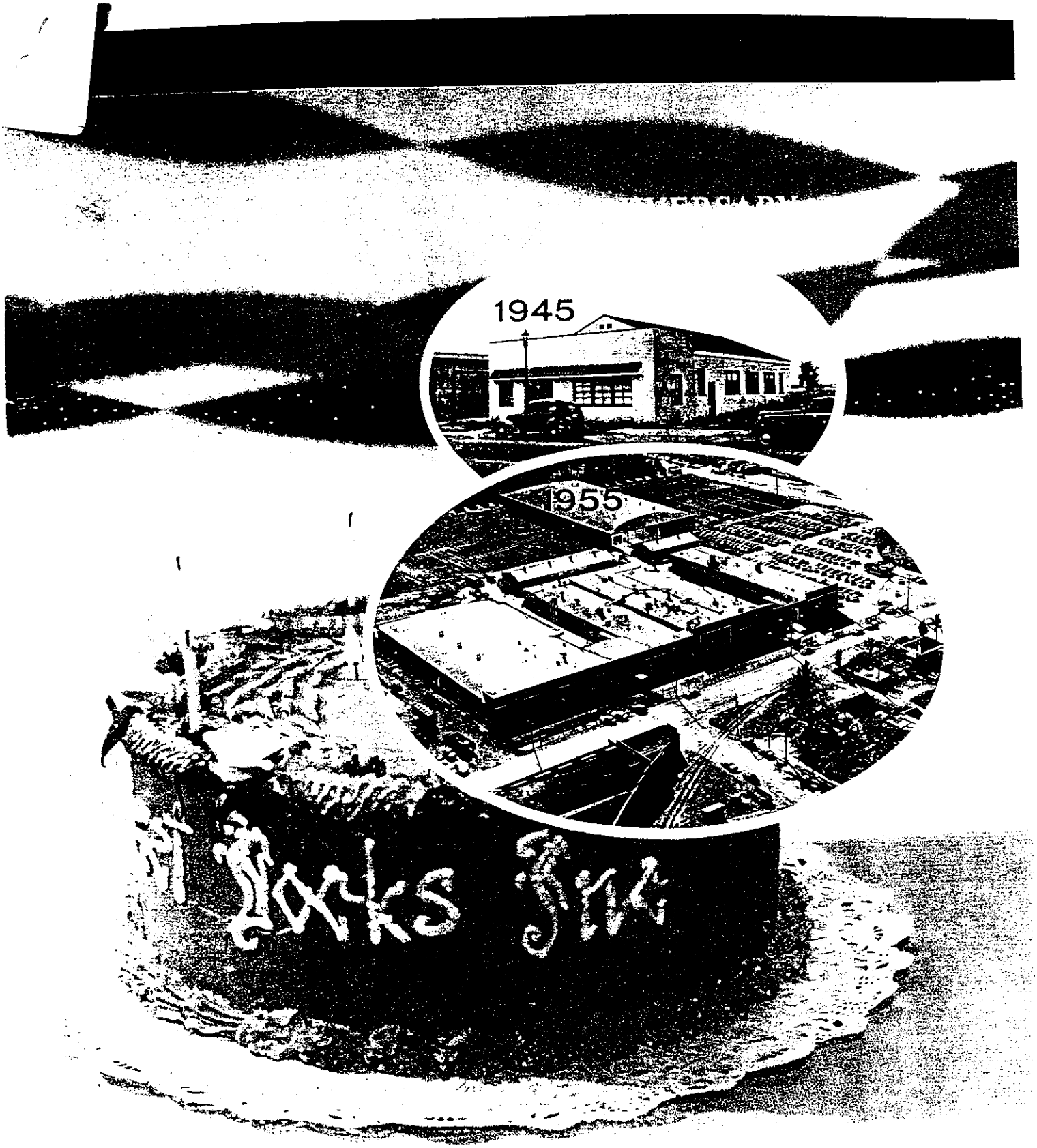
N

0 1 2 3 Miles

WELL LOCATIONS AND PERCHLORATE CONCENTRATIONS

ATTACHMENT 2

Invoices and business records
indicating the use and storage
of perchlorate salts at the former
WCLC (now Emhart Industries, Inc. and B&D, Inc.)
facility in North Rialto.



Kwikset LOCKS, INC

ANNUAL REPORT 1955

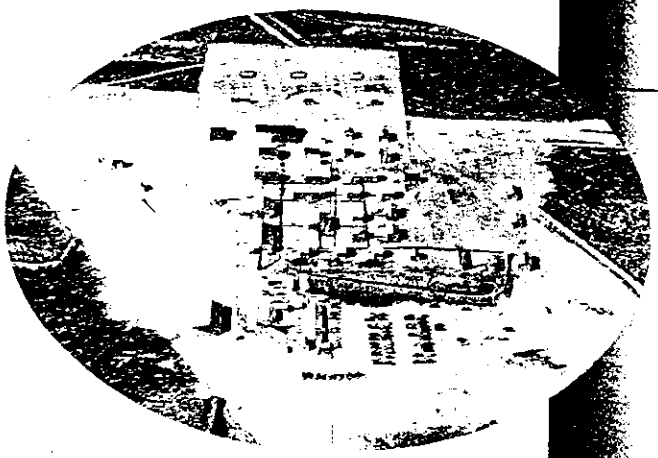
KWK 01759

DEFENSE PRODUCTS

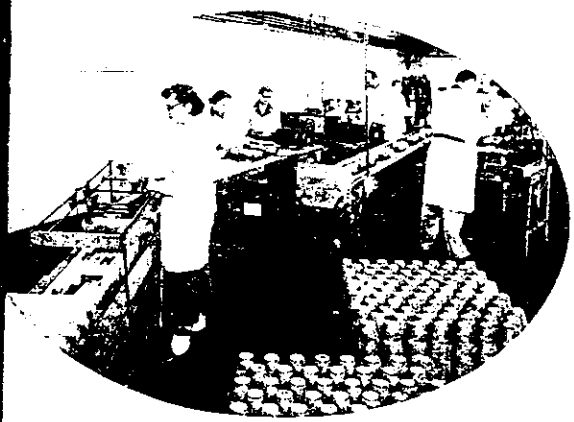
Kwikset Defense Products Division and our wholly-owned subsidiary, West Coast Loading Corporation, also have expanded their manufacturing facilities. New buildings and warehouses have been constructed to permit increased production of important Ordnance equipment for our nation's defense.

We are continuing to produce 4.2" illuminating mortar shells and photo flash cartridges. Our Government contracts for production of over three hundred million 30-caliber machine gun belt links have recently been completed. Requirements have also been met for a friction-type firing device. In addition, the Company has received a number of research and development contracts from the aircraft industry and Navy Department, as well as new defense orders for the production of a practice bomb signal and an aircraft float light.

Aerial view of West Coast Loading Corporation, Rialto, California



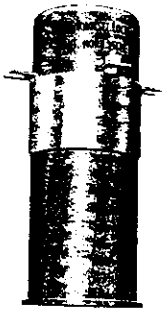
4.2" illuminating mortar shell



Final assembly of 4.2" illuminating shell

Photo-flash cartridge

Friction-type firing device



Practice bomb signal

Aircraft float light

KWK 01765

EAST COAST LOADING MATERIAL STATUS REPORT AS OF MARCH 31, 1956

ATTACHMENT #1 [illegible]

Contract No. [illegible] Part No. Description	A Quantity Required Per Unit As Per Specs.	B Quantity Required Per Unit As Per Usage	C Total Quan. To Be Delivered to Customer (Including Ballistics)	D Total Required For Special Tests (Excluding Ballistics)	E Total Required For Scrap Allowance	F Total Units Required	G Total Units On Issued P.O.'s	H Total Units To Be Ordered (P.O.'s not Issued)	I Total Units Received by [illegible]	J Total Units Remaining Yet To Be Received	K Total Units Shipped (Complete) (146,480)	L Total Units Produced (Complete) (285,290)	K' % Units Prod.	M Total Completed Units Remaining Yet To Be Produced	Total Units In Receiving Inspection	N Total Units In Stores	O Total Units In Process	P Total Units N + O	Q Total Finished Units on Hand (Completed) (120,760)	R Total Units P + Q	% Mat'l Used	S Total Units Expended In Special Tests	T Total Units Scrapped	U Total R + T + S + I	V Total I-U
Direct Materials																									
1 D50 Closing Plug	1	1	397,530	0	1790	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2 D51 Cap	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3 D52 [illegible] Primer	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4 D53 [illegible]	1	1	397,530	[illegible]	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5 D54 Base Gasket	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6 D55 Primer Shield	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7 D58 [illegible]	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8 D59 Cartridge Case	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9 D60 [illegible]	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10 D61 Filler, [illegible]	1	[illegible]	1,[illegible]	0	[illegible]	[illegible]	[illegible]	0	[illegible]	[illegible]	146,480	285,290	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11 D62 Filler, Charge Case	1	1	397,530	0	[illegible]	[illegible]	[illegible]	0	[illegible]	0	[illegible]	[illegible]	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12 D63 [illegible]	1	1	397,530	[illegible]	[illegible]	[illegible]	[illegible]	0	[illegible]	0	[illegible]	[illegible]	[illegible]	62,280		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13 D64 [illegible]	1	1	397,530	[illegible]	[illegible]	[illegible]	[illegible]	0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	62,280		[illegible]	[illegible]	[illegible]	120,760	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14 – 61 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

VENDOR'S COPY

U.S. GOV'T. CONT. NO. L-47211

CUSTOMER'S PURCHASE ORDER NO.

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave. and Bartley Blvd.
Mentone, California

Phone PYramid 4-6775

P. O. No. 09661-363

DATE 3/8/57

REQ. NO.	D.H. App.	Exec. App.
12290	DC	

TO West Coast Loading Corporation
P.O. Box 157
Rialto, California

SHIP TO GCRCo

VIA Our Pickup F.O.B. Rialto, Calif.

VENDORS PROMISED SHIPPING DATE Work completed TERMS Net 30 days

CONFIRMING TO: Mr. Hedding PHONE: VA 25289

PURCHASE FOR RESALE YES ☒ NO ☐

CALIF. RESALE NO. E-100847

CONFIRMING ☒
NON-CONFIRMING ☐

MARK FOR Mr. White

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	1750	lbs	Process Ammonium Perchlorate to specified callout for moisture content GCRCo. supplied material .03 o/o or less moisture content Invoice 154 3/8/57	$192.50/lot	net	

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	363-04-100		

GRAND CENTRAL ROCKET CO.

By G Morrison Buye

By G. Morrison/bh Purch. Agen

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00796

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements TO ADDRESS INDICATED IN HEADING

GCR Co. Form No. A4-008 Rev. 9-56

Attention: Accounts Payable Dept.

WEST COAST LOADING CORP.

POST OFFICE BOX 157 Rialto CALIFORNIA

TELEPHONE FONTANA Va 25289

Invoice No. 154

Mar. 8, 1957

Grand Central Rocket Co.
Montana, Calif.

Drying 1,750# Ammonium Perchlorate - 192.50

Your P.O. 096-61-363

KWK 00795

VENDOR'S COPY

U.S. GOV'T. CONT. NO. AF-29(600)-1056

CUSTOMER'S PURCHASE ORDER NO.

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave.
and Bartley Blvd.
Mentone, California

Phone PYramid 4-6775

P. O. No. 09660-377

DATE 3/8/57

REQ. NO.	D.H. App.	Exec. App.
12062	DC	

TO West Coast Loading Corporation
P.O. Box 157
Rialto, California

CONFIRMING TO: Mr. Hedding PHONE: VA 25289

SHIP TO GCRCo

VIA Pick-up F.O.B. Rialto, Calif.

VENDORS PROMISED SHIPPING DATE Work completed TERMS Net 30 days

PURCHASE FOR RESALE YES ☒ NO ☐ CALIF. RESALE NO. E-100847

CONFIRMING ☐
NON-CONFIRMING ☐

MARK FOR Mr. Hallas

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	11250	lbs	Process Ammonium Perchlorate to specified callout for moisture content. GCRCo supplied material .03 % or less moisture content Invoice 153 3/8/57	$1,235.00/lot	net	

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	377-04-100		

GRAND CENTRAL ROCKET CO.
By G. Morrison Buyer
By G. Morrison/bh Purch. Agent

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00794

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements TO ADDRESS INDICATED IN HEADING

Attention: Accounts Payable Dept.

GCR Co. Form No. A4-008 Rev. 9-56

WEST COAST LOADING CORP.

POST OFFICE BOX 157 Rialto CALIFORNIA

TELEPHONE FONTANA Va 25289

Invoice No. 153

Mar. 8, 1957

Grand Central Rocket Co.
Mentone, Calif.

Drying 11,250# Ammonium Perchlorate - 1,235.00

Your P.O. 096-60-377

VENDOR'S COPY

U.S. GOVT. NO. AF04(645)-56

CUSTOMER'S PURCHASE ORDER NO. DA 50-1239

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave.
and Bartley Blvd.
Mentone, California

Phone PYramid 4-6775

P. O. No. 09659-366

DATE 3-8-57

REQ. NO.	D.H. App.	Exec. App.
12269	WS	

TO West Coast Loading Corporation
P. O. Box 157
Rialto, California

SHIP TO GCRCo

VIA Our Pickup F.O.B. Rialto, Californ

VENDORS PROMISED SHIPPING DATE Work completed TERMS Net 30 days

CONFIRMING TO: Mr. Hedding PHONE: VA 25289

PURCHASE FOR RESALE YES ☐ NO ☐

CALIF. RESALE NO. E-100847

CONFIRMING ☐
NON-CONFIRMING ☐

MARK FOR Mr. Green

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	7250	lb	Process Ammonium Perchlorate to specified callout for moisture content. GCRCo supplied material. NOTE: .03% or less moisture content	$796.00 lot/Net		

Invoice 152
3-8-57

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	366-04-100		

GRAND CENTRAL ROCKET CO.
By G Morrison Buyer
By G. Morrison/pt
By [signature] Purch. Agent

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00792

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements TO ADDRESS INDICATED IN HEADING

GCR Co. Form No. A4-008 Rev. 9-56

Attention: Accounts Payable Dept.

WEST COAST LOADING CORP.

POST OFFICE BOX 157 Rialto, CALIFORNIA

TELEPHONE FONTANA Va 25289

Invoice No. 152

Mar. 8, 1957

Grand Central Rocket Co.
Mentone, Calif.

Drying 7,250# Ammonium Perchlorate - 796.00

Your P.O. 096-59-366

VENDOR'S COPY

U.S. GOV'T. CONT. NO. AF-33(600)-29268

CUSTOMER'S PURCHASE ORDER NO. 4-6688

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave.
and Bartley Blvd.
Mentone, California

Phone PYramid 4-6775

P. O. No. 09658-313

DATE 3-8-57

REQ. NO.	D.H. App.	Exec. App.
12283	DC	

TO West Coast Loading Corporation
P. O. Box 157
Rialto, California

CONFIRMING TO: Mr. Hedding PHONE: VA 25289

SHIP TO GCRCo

VIA Our Pickup F.O.B. Rialto, Californi

VENDORS PROMISED SHIPPING DATE work completed TERMS Net 30 days

PURCHASE FOR RESALE YES ☐ NO ☐

CALIF. RESALE NO. E-100847

CONFIRMING ☐
NON-CONFIRMING ☐

MARK FOR Mr. Hickox

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	5250	lb	Process Ammonium Perchlorate to specified callout for moisture content. GCRCo supplied material.	$576.00 lot/Net		
			NOTE: .03% or less Moisture Content			
			Invoice #151 3/8/57			

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	313-04-102		

GRAND CENTRAL ROCKET CO.

By G. Morrison Buyer
G. Morrison/pt

By [illegible] Purch. Agent

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00790

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements

TO ADDRESS INDICATED IN HEADING

GCR Co. Form No. A4-008 Rev. 9-56

Attention: Accounts Payable Dept.

WEST COAST LOADING CORP.

157 Rialto
POST OFFICE BOX [redacted], CALIFORNIA

TELEPHONE FONTANA xx Va 25289

Invoice No. 151

Mar. 8, 1957

Grand Central Rocket Co.
Mentone, Calif.

Drying 5,250# Ammonium Perchlorate - 576.00

Your P. O. 096-58-313

VENDOR'S COPY

U.S. GOVT. CONT. NO. AF-33(600)-27591

CUSTOMER'S PURCHASE ORDER NO. 4-5312

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave.
and Bartley Blvd.
Mentone, California

Phone PYromid 4-6775

P. O. No. 09657-319

DATE 3-6-57

REQ. NO. 12284 | D.H. App. DG | Exec. App.

TO West Coast Loading Corporation
P. O. Box 157
Rialto, California

CONFIRMING TO: Mr. Hedding PHONE: VA 25289

SHIP TO GCRCo

VIA Our Pickup F.O.B. Rialto, California

VENDORS PROMISED SHIPPING DATE work completed TERMS Net 30 days

PURCHASE FOR RESALE YES ☐ NO ☐ CALIF. RESALE NO. E-100847

CONFIRMING ☐
NON-CONFIRMING ☐

MARK FOR Mr. Hickox

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	12250	lb	Process Ammonium Perchlorate to specified callout for moisture content. GCRCo supplied material	$1347.00 lot	/Net	
			NOTE: .03% or less Moisture Content			
			Invoice # 150 3-13-57			

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	319-04-100		

GRAND CENTRAL ROCKET CO.
By G. Morrison Buye
By G. Morrison/pt Purch. Agen

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00788

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements TO ADDRESS INDICATED IN HEADING

GCR Co. Form No. A4-008 Rev. 9-56

Attention: Accounts Payable Dept.

WEST COAST LOADING CORP.

~~POST OFFICE BOX 336 FONTANA, CALIFORNIA~~
NEW ADDRESS
TELEPHONE FONTANA ~~xxx~~ Va 25289 P.O. BOX 157, RIALTO, CALIFORNIA

Invoice No. 150

Mar. 8, 1957

Grand Central Rocket Co.
Pentena, Calif.

Drying 12,250# Ammonium Perchlorate - 1,347.00

Your P. O. 096-57-319

VENDOR'S COPY

U.S. GOV'T. CONT. NO. NOnr-1817(00)

CUSTOMER'S PURCHASE ORDER NO. 56-3509-CP

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave.
and Bartley Blvd.
Mentone, California

Phone PYramid 4-6775

P. O. No. 09656-350

DATE 3-8-57

REQ. NO.	D.H. App.	Exec. App.
13120	DC	

TO
West Coast Loading Corporation
P. O. Box 157
Rialto, California

SHIP TO GCRCo

VIA Our Pickup F.O.B. Rialto, Calif

VENDORS PROMISED SHIPPING DATE Work Completed TERMS Net 30 days

CONFIRMING TO: Mr. Hedding PHONE: VA 25289

PURCHASE FOR RESALE YES ☒ NO ☐ CALIF. RESALE NO. E-100847

CONFIRMING ☐
NON-CONFIRMING ☐

MARK FOR Mr. Hickox

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	750	lb	Process Ammonium Perchlorate to specified callout for moisture content. GCRCo supplied material.	$82.50 lot	Net	
			NOTE: .03% or less Moisture Content			
			Invoice # 149 3-8-57			

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	350-04-101		

GRAND CENTRAL ROCKET CO.
By G Morrison Buyer
By G. Morrison/pt Purch. Agent

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY
AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00786

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements

TO ADDRESS INDICATED IN HEADING

Attention: Accounts Payable Dept.

GCR C... Form No. A4-008 Rev. 8-56

WEST COAST LOADING CORP.

157 Rialto
POST OFFICE BOX ~~378~~ FONTANA, CALIFORNIA

TELEPHONE FONTANA ~~2888~~ Va 25289

Invoice No. 149

Mar. 8, 1957

Grand Central Rocket Co.
Monterey, Calif.

Drying 750# Ammonium Perchlorate	-	82.50

Your P.O. 096-56-350

KWK 00785

VENDOR'S COPY

U.S. GOV'T. CONT. NO. DA-04-495-ORD-684

CUSTOMER'S PURCHASE ORDER NO.

CLASS | CODE

PURCHASE ORDER

GRAND CENTRAL ROCKET CO.

BILLING ADDRESS
P. O. Box 111
Redlands, California

DELIVERY ADDRESS
Corner of Madeira Ave.
and Bartley Blvd.
Mentone, California

Phone PYramid 4-6775 3-2211

P. O. No. 09174-322

DATE 3-8-57

REQ. NO. 12258 | D.H. App. HS | Exec. App.

TO West Coast Loading Corporation
P. O. Box 157
Rialto, California

SHIP TO GCRCo

VIA Our Pickup F.O.B. Rialto, California

VENDORS PROMISED SHIPPING DATE work completed TERMS Net 30 days

CONFIRMING TO: Mr. Heading PHONE: VA 25289

PURCHASE FOR RESALE YES ☐ NO ☐ CALIF. RESALE NO. E-100847

CONFIRMING ☒
NON-CONFIRMING ☐

MARK FOR Mr. de Martinis

ITEM	QUAN.	UNIT	DESCRIPTION OF ARTICLE	UNIT PRICE	DISC.	NET AMOUNT
1	4750	lb	Process Ammonium Perchlorate to specified callout for moisture content. GCRCo supplied material.	$521.00 lot/Net		
			Note: .03% or less moisture content			

Invoice # 148
3-8-57

ACCOUNT DISTRIBUTION

ITEM		ITEM	
1	322-04-103		

GRAND CENTRAL ROCKET CO.
By G Morrison Buyer
By G Morrison/ad Purch. Agent

PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING OUR ORDER NUMBER, ITEM NUMBER, REQUISITION NUMBER AND A COMPLETE DESCRIPTION OF CONTENTS.

ACKNOWLEDGMENT NECESSARY.
THIS ORDER IS INEFFECTIVE UNTIL SELLER SHALL HAVE SUPPLIED BUYER WITH SIGNED ACKNOWLEDGMENT COPY HEREOF. NO REVISIONS OF THIS ORDER SHALL BE VALID UNLESS IN WRITING & SIGNED BY AUTHORIZED REPRESENTATIVE OF BUYER.

MAIL THREE INVOICES PROMPTLY AND FORWARD ON THE FIRST OF EACH MONTH A COMPLETE ITEMIZED STATEMENT SHOWING ALL OPEN AND UNADJUSTED ACCOUNTS.

THIS PURCHASE ORDER IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF.

BILLING INSTRUCTIONS

KWK 00784

1. Please show the number of this purchase order on all invoices, packing sheets, and bills of lading.
2. Send original and 2 copies of invoice promptly for each shipment.
3. Invoice each purchase order separately.
4. Render complete itemized statement monthly.
5. Mail invoices and statements

TO ADDRESS INDICATED IN HEADING

GCR Co. Form No. A4-008 Rev. 9-56

Attention: Accounts Payable Dept.

WEST COAST LOADING CORP.

157 Rialto
POST OFFICE BOX ~~[illegible]~~ FONTANA, CALIFORNIA

TELEPHONE FONTANA ~~XX~~ Va 25289

INVOICE NO. 148

Mar. 8, 1957

Grand Central Rocket Co.
Mentone, Calif.

Drying 4750# Ammonium Perchlorate - $521.00

Your P.O. 091-74-322

Cash Recd [illegible]

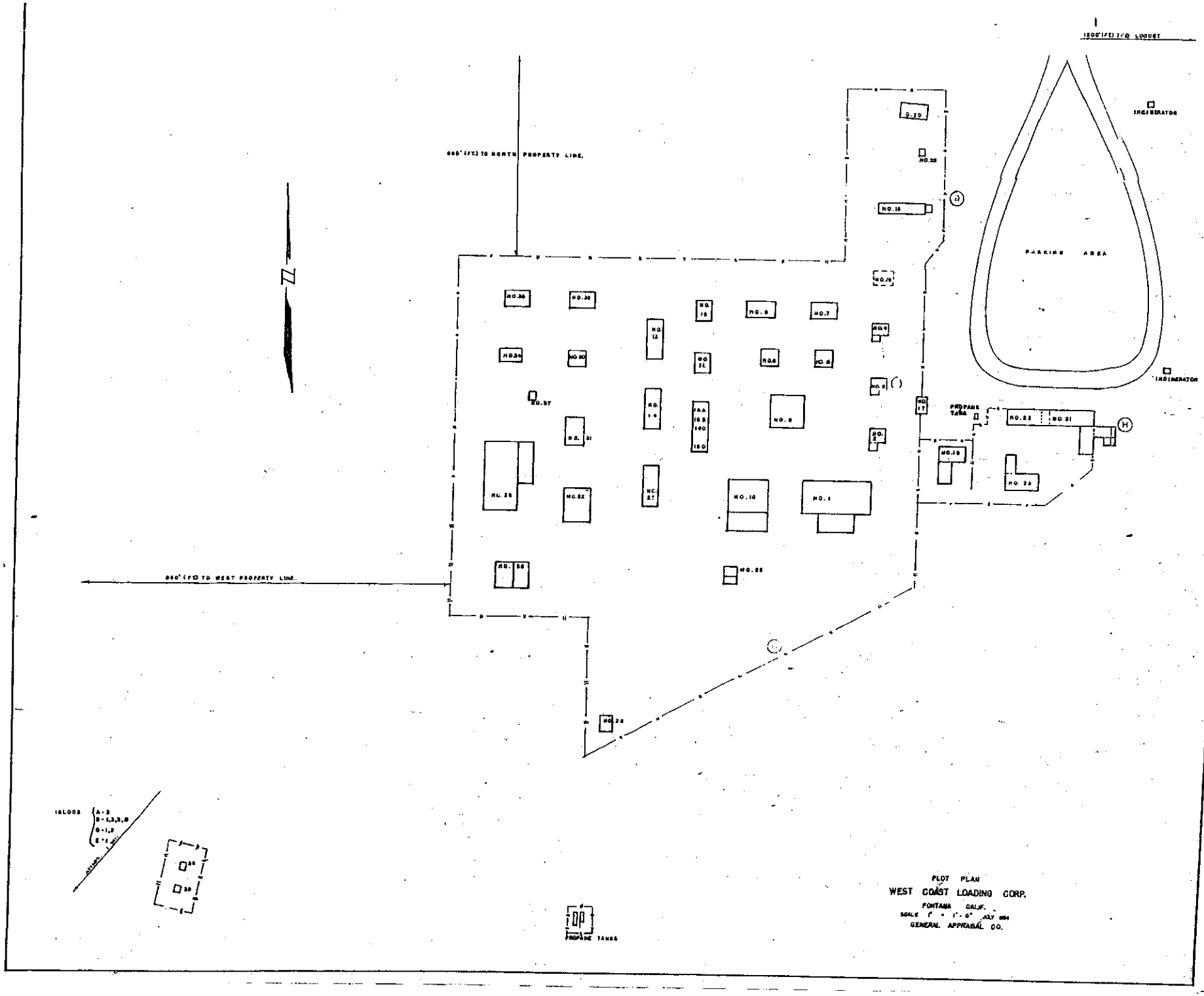
Book W.L.L Co. Ca A/c Rec.

JE 5-9

KWK 00783

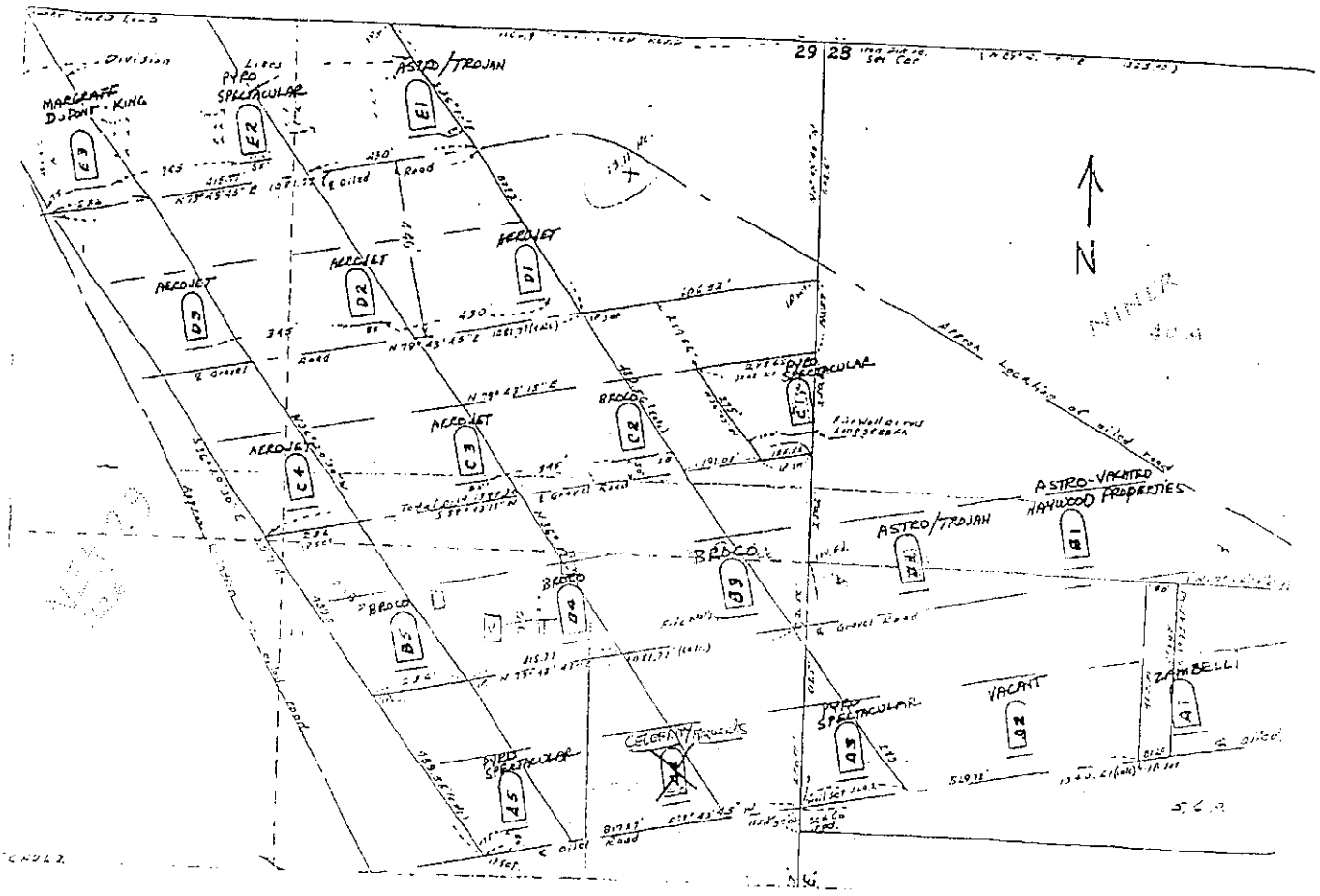
ATTACHMENT 3

Plot Plan of the
former WCLC (now Emhart Industries, Inc. and B&D, Inc.)
facility with a cross-reference to "igloos" (storage bunkers)
used by WCLC


1200'(FT.) T/O LOCUST
INCINERATOR
660'(FT.) TO NORTH PROPERTY LINE.
PARKING AREA
INCINERATOR
PROPANE TANKS
660'(FT.) TO WEST PROPERTY LINE.
PROPANE TANKS
PLOT PLAN
WEST COAST LOADING CORP.
FONTANA CALIF.
GENERAL APPRAISAL CO.

ATTACHMENT 4

Plot Plan Plot Plan of the former storage bunkers
that were located on property in North Rialto



SBCHMD

00261-7

ATTACHMENT 5

Invoices for
WCLC's (now Emhart Industries, Inc. and B&D, Inc.)
monthly rental of storage bunkers that were owned, leased,
managed, and/or used by WCLC

INVOICE NO. 124

November 6, 1956

Lane Wells, Inc.
P.O. 2194, Terminal Annex
Los Angeles 54, California

Rental of igloo 6 days October 26, 1956 thru October 31, 1956, inclusive.	$ 29.58
Rental of igloo for November 1956	150.00
	$179.58

11-2

KWK 00024

INVOICE NO. 102

December 3, 1956

Lane Wells, Inc.
P.O. 2194, Terminal Annex
Los Angeles 54, California

Rental of Igloo for the month of December 1956

$150.00

12-2

KWK 00019

Rialto TR 5-1395

INVOICE NO. 134

January 3, 1957

Lane Wells, Inc.
P.O. 2194, Terminal Annex
Los Angeles 54, California

Rental of Igloo for the month of January 1957.

$150.00

910.66

1-2

KWK 00013

TR 5-1595

INVOICE # 138

February 1, 1957

Lane Welding, Inc.
P. O. 2[illegible], Terminal Annex
Los Angeles 54, California

Rental of Igico for the month of February 1957.

$150.00

2-2

KWK 00009

ATTACHMENT 6

Corporate history indicating that
Emhart Industries, Inc. and B&D, Inc.
are the corporate successors of WCLC

FILED

JUL 8 - 1957

FRANK M. JORDAN Secretary of State

By [illegible] Deputy

260342

CERTIFICATE OF OWNERSHIP

KWIKSET LOCKS, INC.

Kwikset Locks, Inc., a California corporation, does hereby certify that:

One: At all times herein mentioned, Kwikset Locks, Inc. has owned, and presently owns, all the issued and outstanding shares of the capital stock of West Coast Loading Corporation, a California corporation.

Two: The following is a copy of the resolution adopted by a majority of the Board of Directors of Kwikset Locks, Inc. to merge West Coast Loading Corporation and to assume [illegible] its obligations, to wit:

> "WHEREAS, this corporation owns all of the issued and outstanding shares of capital stock of the West Coast Loading Corporation, a California corporation, and
>
> "WHEREAS, in the opinion of this Board of Directors it is to the best interests of this corporation and its shareholders to merge said West Coast Loading Corporation into this corporation,
>
> "NOW, THEREFORE, BE IT RESOLVED that West Coast Loading Corporation, a California corporation, a wholly owned subsidiary be, and the same is hereby merged into Kwikset Locks, Inc., pursuant to Section 4124 of the Corporations Code of California, and this corporation hereby assumes all the liabilities and obligations of West Coast Loading Corporation and shall be liable therefor in the same manner as if it had itself insurred such liabilities and obligations.
>
> "BE IT FURTHER RESOLVED that the President, or any Vice-President and the Secretary or Assistant Secretary of this corporation be, and they are hereby authorized and directed to execute and file a Certificate of Ownership pursuant to Section 4124 of the Corporations Code of California, and to do such other things and execute in the name of and on behalf of this corporation any and all documents which may be necessary or desirable in connection with the consummation of such merger."

Said meeting of the Board of Directors of Kwikset Locks, Inc. at which the foregoing resolution was adopted was held at the office of said corporation, 516 E. Santa Ana Street, Anaheim,

California at 3 P.M. on July 1, 1957; that the number of Directors of Kwikset Locks, Inc. is seven (7); that all of said Directors were present at said meeting, and said resolution was adopted by the unanimous vote of all Directors present.

IN WITNESS WHEREOF Kwikset Locks, Inc. has executed this Certificate of Ownership by its officers thereunto duly authorized this First day of July, 1957.

KWIKSET LOCKS, INC.

By EVAN J. PARKER
Evan J. Parker, President

By RICHARD F. BERRY
Richard F. Berry, Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

Evan J. Parker and Richard F. Berry, being first duly sworn, each for himself deposes and says:

That Evan J. Parker is, and was at all of the times mentioned in the foregoing Certificate of Ownership, the President of Kwikset Locks, Inc., the California corporation herein mentioned, and Richard F. Berry is, and was at all of the said times, the Secretary of said corporation; that each has read said Certificate and that the matters set forth therein are true of his own knowledge, and that the signatures purporting to be the signatures of said President and Secretary thereto are the genuine signatures of said President and Secretary, respectively.

EVAN J. PARKER
Evan J. Parker

RICHARD F. BERRY
Richard F. Berry

Subscribed and sworn to before me this 1st day of July, 1957.

(seal)

MAURICE JONES, JR.
Notary Public in and for said County and State

D 93370

206455

FILED

JUL 1 - 1958

CERTIFICATE OF WINDING UP AND DISSOLUTION OF KWIKSET LOCKS, INC., A CALIFORNIA CORPORATION

The undersigned do hereby CERTIFY that they are a majority of the directors of KWIKSET LOCKS, INC., a California corporation, and they do further hereby CERTIFY and STATE:

1. That on the 25th day of June, 1958, a Certificate signed and verified in accordance with Section 4603 of the California Corporations Code was filed with the California Secretary of State stating that the said corporation had elected to wind up and dissolve.

2. That the directors of said corporation have heretofore caused written notice of the commencement of the proceedings for the winding up of said corporation to be given by mail to all its shareholders and to all its known creditors and claimants whose addresses appear on the records of the corporation in accordance with Section 4605 of the California Corporations Code.

3. That -

(a) Said corporation has been completely up;

(b) Said corporation's known debts and liabilities have been actually paid or adequately provided for by the assumption of all such unpaid debts and liabilities by The American Hardware Corporation, a Connecticut corporation, qualified to do business in the State of California, the address of which is 516 East Santa Ana Street, Anaheim, California, pursuant to an agreement dated June 30th, 1958, between said corporation and The American Hardware Corporation by virtue of which said The American Hardware Corporation assumed and became responsible for all of the debts and liabilities of said corporation remaining unpaid as of June 30, 1958;

(c) Said corporation has paid or adequately provided for the payment of all taxes due by the corporation under the Bank and Corporation Franchise Tax Law; and

(d) All known assets of said corporation have been distributed.

IN WITNESS WHEREOF, the undersigned have set their hands this 30th day of June, 1958.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

E.J. Parker, Roy C. Bolt, D. Muirhead, Robert J. Hutchison, Robert E. Barrett, W.J. Ziegenhein and Maurice Jones, Jr., being each by me duly sworn, depose and say that they are directors of KWIKSET LOCKS, INC., a California corporation; that they have read the foregoing CERTIFICATE OF WINDING UP AND DISSOLUTION OF KWIKSET LOCKS, INC., A CALIFORNIA CORPORATION and know the contents thereof, and that the same is true of their own knowledge.

Subscribed and sworn to before me this 30th day of June, 1958

Notary Public in and for said County and State
My Commission expires: [illegible]

(Seal)

JOINT AGREEMENT AND PLAN OF MERGER (Plan) made as of the 9th day of April, 1964, between EMHART MANUFACTURING COMPANY, a Delaware corporation having a place of business at Bloomfield, Connecticut (Emhart), and THE AMERICAN HARDWARE CORPORATION, a Connecticut corporation having a place of business in New Britain, Connecticut (American Hardware or Surviving Corporation);

WITNESSETH:

The Plan will comprise the statutory merger of Emhart as a going concern into and with American Hardware under the General Corporation Law of the State of Delaware and the Stock Corporation Act of the State of Connecticut with American Hardware as the surviving corporation under the name of "Emhart Corporation", the distribution of shares of voting common stock of the Surviving Corporation to the shareholders of Emhart as herein provided, and the ownership by the Surviving Corporation of the assets and operation of the business formerly carried on by Emhart, all upon and subject to the terms and conditions of the Plan.

In order to consummate the Plan herein set forth and in consideration of the mutual benefits to be derived therefrom and of the mutual agreements hereinafter contained, the parties hereto do represent, warrant, covenant and agree as follows:

ARTICLE I

PLAN OF MERGER

1. Emhart shall merge into and with American Hardware, as the surviving corporation under its new corporate name of "Emhart Corporation" at the close of business on June 30, 1964, or on such later date determined as provided in Article IV hereof (Closing Date). The merger shall be effectuated in the manner required by the Stock Corporation Act of the State of Connecticut and by the General Corporation Law of the State of Delaware.

2. The Certificate of Incorporation of American Hardware shall be amended as set forth in the form of Certificate of Merger attached hereto as Exhibit A. The By-Laws of American Hardware in effect on the Closing Date as amended and set forth in full in Exhibit B attached hereto shall be the By-Laws of the Surviving Corporation. The directors of the Surviving Corporation and its chief executive officer, chief financial officer and certain other principal officers on the effective date of the merger shall be as set out in Exhibit C, attached hereto. Immediately following the Closing Date the Board of Directors of the Surviving Corporation will meet for the purpose, among others, of electing or appointing other officers of the Surviving Corporation.

3. Upon the effectiveness of the merger:

(a) The separate existence of Emhart shall cease and American Hardware shall continue to exist as the surviving corporation and shall thereupon succeed to all the rights, privileges, immunities, franchises, property, choses in action and all and every other interest of, or belonging to, each of the merging corporations and be responsible for all the liabilities, obligations and penalties of each of the merging corporations in the manner and to the extent provided by law.

(b)(i) The issued shares of common stock, $12.50 par value, of American Hardware (American Hardware Shares) outstanding on the Closing Date and owned by Emhart shall be surrendered to the Surviving Corporation and retired and no shares of any class of stock of the Surviving Corporation shall be issued in respect thereof.

(ii) Each American Hardware Share outstanding on the Closing Date and owned by shareholders other than Emhart shall remain unchanged, but stock certificates bearing the name "The American

Hardware Corporation" shall be exchangeable for certificates for the same number of shares (Surviving Corporation Shares) bearing the name "Emhart Corporation" as hereinafter provided in subparagraph (c).

(iii) The issued shares of common stock, $7.50 par value, of Emhart (Emhart Shares) outstanding on the Closing Date shall be converted into and become fully paid and nonassessable Surviving Corporation Shares at the rate of one (1) Surviving Corporation Share for each Emhart Share. Emhart Shares which are Treasury shares shall be surrendered to the Surviving Corporation and retired and no shares of any class of stock of the Surviving Corporation shall be issued in respect thereof.

(iv) Emhart Shares acquired by the Surviving Corporation from holders thereof who shall have objected to the merger and been paid therefor in the manner provided by law shall be retired and no shares of any class of stock of the Surviving Corporation shall be issued in respect thereof.

(c) Each shareholder of American Hardware (other than Emhart) and each shareholder of Emhart shall, upon surrender to Bankers Trust Company (Bank), of one or more stock certificates representing American Hardware Shares or Emhart Shares, as the case may be, be entitled to receive one or more stock certificates for the number of full Surviving Corporation Shares into which such Shares so surrendered shall have, in the case of Emhart Shares, been converted or, in the case of American Hardware Shares, become exchangeable, as aforesaid. After the Closing Date and until surrendered for certificates of Surviving Corporation Shares, the outstanding certificates of Emhart Shares and American Hardware Shares may be treated by the Surviving Corporation, and shall be deemed for all corporate purposes, as evidencing Surviving Corporation Shares to which the respective holders thereof would be entitled upon surrender thereof as provided herein.

4. (a) On the Closing Date, each outstanding option to purchase Emhart Shares under any restricted stock option granted by Emhart shall be assumed by the Surviving Corporation and forthwith converted into options to purchase an equivalent number of Surviving Corporation Shares without any change in the option price and the terms thereof.

(b) No further restricted stock options shall be granted after the Closing Date under any restricted stock option plan of the merging corporations now in effect.

ARTICLE II

Conduct of Merging Corporations Pending the Merger

1. Each merging corporation shall continue to conduct its business and shall cause its subsidiaries to continue to conduct their businesses in the ordinary normal course pending the Closing Date.

2. Neither merging corporation nor any of its subsidiaries shall, without the prior written consent of the other merging corporation, subsequent to the date hereof and prior to the Closing Date:

(a) Issue any additional shares of stock or other securities except such shares of stock as may be required to be issued by either merging corporation due to the exercise of options under outstanding restricted stock option agreements;

(b) Make any distribution to its shareholders as such of any assets by way of dividends, purchase of shares or otherwise except regular quarterly dividends on common stock in the amount of, in the case of each merging corporation, not more than forty-five cents (45¢) per share payable, in the case of Emhart, in the months of April and July and, in the case of American Hardware, in the month of June;

(c) Sell or transfer any of its assets, tangible or intangible, except in the normal course of carrying on its ordinary and regular business operations;

(d) Increase the rate of compensation of its officers or other salaried employees except those presently earning less than $25,000 per annum;

(e) Incur or become liable for any obligations or liabilities except current liabilities in the ordinary and regular course of business or make any unusual or extraordinary expenditures except

(i) Payment of all reasonable and proper expenses and costs incurred in connection with the transactions contemplated by this Plan;

(ii) Payment of reasonable and proper expenditures incurred in connection with transactions authorized under approved existing capital expenditure or charitable contribution budgets.

(f) Amend, enlarge or otherwise change its existing Restricted Stock Option Plans, enter into new contracts granting restricted stock options or alter existing stock option contracts.

3. Each merging corporation will duly call and hold a special meeting of its shareholders to consider and act upon the merger contemplated by the Plan and will notify the other immediately of the action or actions taken at such meeting. Each merging corporation will furnish the other for inclusion in the proxy statement for such meeting such information about itself and its subsidiaries as the other merging corporation may reasonably request and as may be required in order to permit compliance with the Securities and Exchange Act of 1934, as amended, and rules and regulations promulgated thereunder.

4. Each merging corporation shall furnish the other as soon as practicable after its meeting of shareholders hereinbefore referred to with a certificate signed by its Secretary or an Assistant Secretary setting forth (a) the number of outstanding shares entitled to vote at such meeting, (b) the number of shares voting approval of the Plan, and (c), in the case of Emhart, the number of shares objecting to the Plan in the manner prescribed in Section 262(b) of the General Corporation Law of the State of Delaware.

5. Each merging corporation will cooperate in the furnishing of any reports, statements or other information to the end that all Surviving Corporation Shares may be listed on the New York Stock Exchange as hereinafter provided in Article III, 1, (e) and that said Surviving Corporation Shares may be registered or exempted under state securities laws in those states where such registration may be necessary or exemption is available.

ARTICLE III

Conditions Precedent to Merger

1. The obligations of both merging corporations pursuant to the Plan are subject to the following express conditions:

(a) That at least two-thirds of the outstanding capital stock of each merging corporation entitled to vote at a shareholders' meeting duly called and held for that purpose shall have approved the Plan;

(b)(i) There shall have been obtained in respect to each indenture, loan agreement, lease or other agreement to which either of the merging corporations is a party such consent or amendment as may be required to permit the consummation of the Plan without violating the provisions of any such indenture, loan agreement, lease or agreement or imposing on the Surviving Corporation any limitation more restrictive than limitations now imposed upon either merging corporation;

(ii) Each merging corporation shall have received an opinion from counsel for the other merging corporation to the effect that the effectuation of the Plan will not violate any agreement to which such other merging corporation is a party of which such counsel is aware;

(c) That the holders of not more than five per cent (5%) of the outstanding Emhart Shares shall have objected to the merger in the manner provided in Section 262(b) of the General Corporation Law of the State of Delaware;

(d) That each merging corporation shall have received a ruling from the Internal Revenue Service satisfactory to it and its counsel (i) to the effect that no gain or loss will be recognized under the Internal Revenue Code to it or to any of its shareholders who exchanges his shares in the merging corporation for Surviving Corporation Shares, and (ii) to the effect that the basis of the properties and assets of Emhart vested in the Surviving Corporation by virtue of the merger shall, for the purpose of the application of the Internal Revenue Code, be the same as the basis of such properties and assets to Emhart prior to the Closing Date;

(e)(i) That the Surviving Corporation Shares to be issued pursuant to the Plan will have been validly authorized and, upon delivery as herein provided, will be validly issued, fully paid and nonassessable and will be listed on the New York Stock Exchange upon official notice of issuance;

(ii) Each merging corporation shall have received from its counsel a favorable opinion to this effect.

2. In addition to the conditions hereinbefore set forth in Section 1 of this Article III, Emhart's obligations pursuant to the Plan are subject to the following express conditions:

(a)(i) That no material adverse change in the financial condition, earnings or business of American Hardware or its subsidiaries, taken as a whole, shall have occurred on or before the Closing Date since December 31, 1963 from or as a result of any cause not occurring in the ordinary course of business;

(ii) That American Hardware shall not have breached any covenant hereinbefore set forth in Article II, 2;

(iii) That the representations and warranties of American Hardware contained in the Plan are true and correct when made and as of the Closing Date and that all of the covenants herein to be performed by American Hardware at or prior to the Closing Date shall have been duly performed;

(iv) That a certificate signed by the President or a Vice President of American Hardware shall be delivered to Emhart on the Closing Date to the effect that the conditions hereinbefore set forth in subdivisions (i)-(iii), inclusive, have been satisfied;

(b) That Emhart shall have received the opinion of Day, Berry & Howard, counsel for American Hardware, dated the Closing Date, in the form and substance reasonably satisfactory to Emhart and its counsel to the effect that:

(i) American Hardware and each of its majority-owned subsidiaries are corporations duly organized, existing and in good standing under the laws of their respective governing jurisdictions and have the corporate power to carry on their respective businesses and to own or lease their properties;

(ii) The authorized capital stock of American Hardware is $7,500,000 of Cumulative Nonconvertible Preferred Stock, none of which is outstanding, and 2,000,000 shares of Common Stock, $12.50 par value, of which 1,444,564 shares were outstanding, fully paid and nonassessable on the date of the Plan, having been duly and validly authorized and issued, and 23,712 shares were reserved for issuance under existing options granted under American Hardware's Executive Stock Option Plan on the date of the Plan;

(iii) The Plan has been duly executed and delivered by American Hardware and is its valid and binding obligation in accordance with its terms;

(iv) As to such other matters incident to the Plan as Emhart and its counsel may reasonably request, including the form of all papers and the validity of all proceedings.

3. In addition to the conditions hereinbefore set forth in Section 1 of this Article III, American Hardware's obligations pursuant to the Plan are subject to the following express conditions:

(a)(i) That no material adverse change in the financial condition, earnings or business of Emhart or its subsidiaries, taken as a whole, shall have occurred on or before the Closing Date since December 31, 1963 from or as a result of any cause not occurring in the ordinary course of business;

(ii) That Emhart shall not have breached any covenant hereinbefore set forth in Article II, 2;

(iii) That the representations and warranties of Emhart contained in the Plan are true and correct when made and as of the Closing Date and that all of the covenants herein to be performed by Emhart at or prior to the Closing Date shall have been duly performed;

(iv) That a certificate signed by the President or a Vice President of Emhart shall be delivered to American Hardware on the Closing Date to the effect that the conditions hereinbefore set forth in subdivisions (i)-(iii), inclusive, have been satisfied;

(b) That American Hardware shall have received the opinion of Robinson, Robinson & Cole, counsel for Emhart, dated the Closing Date, in the form and substance reasonably satisfactory to American Hardware and its counsel to the effect that:

(i) Emhart and each of its majority-owned subsidiaries are corporations duly organized, existing and in good standing under the laws of their respective governing jurisdictions and have the corporate power to carry on their respective businesses and to own or lease their properties;

(ii) The authorized capital stock of Emhart is 3,000,000 shares of common stock, $7.50 par value, of which 1,011,371 shares were outstanding, fully paid and nonassessable on the date of the Plan, having been duly and validly authorized and issued, and 20,511 shares were reserved for issuance under existing restricted stock options on the date of the Plan;

(iii) The Plan has been duly executed and delivered by Emhart and is its valid and binding obligation in accordance with its terms;

(iv) As to such other matters incident to the Plan as American Hardware and its counsel may reasonably request, including the form of all papers and the validity of all proceedings.

4. Either merging corporation may (a) extend the time for or waive the performance of, any of the obligations of, or conditions imposed upon, the other merging corporation, (b) waive in writing any inaccuracies in the representations and warranties made to it contained in the Plan or any certificate or certificates delivered to it pursuant to the Plan.

ARTICLE IV

Postponement of Closing Date

1. The Closing Date of June 30, 1964 hereinbefore provided may be postponed by mutual consent of the merging corporations to any date not later than September 30, 1964, provided, however, that the Closing Date as postponed shall not, in any event, occur on any date which occurs between the record date and payment date of any regular quarterly dividend in respect of the Shares of either of the merging corporations or between the record dates for the same regular quarterly dividends of both merging corporations.

2. In the event that the tax rulings hereinbefore referred to in Article III, 1, (d) are not received by the merging corporations on or before June 30, 1964, the Closing Date shall be the last business day of the month during which such ruling is received.

3. In the event that the statutory merger of the merging corporations has not taken place on or prior to September 30, 1964 as herein provided, the Plan shall terminate.

ARTICLE V

Representations and Warranties

1. Each of the merging corporations represents and warrants to the other:

(a) That its Board of Directors has duly authorized the Plan and the execution thereof;

(b) That the information regarding such merging corporation and its subsidiaries provided and to be provided by it to the other merging corporation for use in the Proxy Statement to be used by such other merging corporation in connection with approval of the merger by its shareholders does not and will not contain any statement which at the time and in the light of the circumstances in which it is made is false or misleading with respect to any material fact or which omits to state any material fact necessary to make the Proxy Statement not false or misleading;

(c) That, except as disclosed in writing on or prior to the date hereof by each merging corporation to the other, there are no actions, suits or proceedings of a material nature pending or to the knowledge of any of its officers threatened against it or its subsidiaries or any of their properties in any court or before any Governmental agency except for any legal proceeding which may be brought hereafter by a dissenting shareholder of Emhart to determine the fair value of his Emhart Shares, and that neither of the merging corporations is in default with respect to any order, writ, injunction or decree of any such court or agency.

2. The representations and warranties made by the parties to each other herein neither contain any untrue statement of material fact nor omit to state a material fact necessary to make the representations not misleading. They shall be true as of the date hereof and as of the Closing Date as though made as of the Closing Date, but they shall not survive the Closing Date.

ARTICLE VI

Miscellaneous Provisions

1. (a) Anything herein or elsewhere to the contrary notwithstanding, the Plan may be terminated or abandoned at any time before the Closing Date whether before or after adoption or approval thereof by the shareholders of Emhart or American Hardware by the mutual consent of the merging corporations;

(b) In the event of the termination or abandonment of the Plan, it shall become void and of no effect and there shall be no liability on the part of either merging corporation, or its respective stockholders, directors or officers, to the other.

2. After the Closing Date Emhart will execute or cause to be executed such further assignments, assurances or the like as may be necessary or desirable to vest title to its properties, assets and rights in the Surviving Corporation or to otherwise carry out the purposes of the Plan and Emhart's officers and directors will do all such acts and things to accomplish those purposes.

3. All costs and expenses relating to the conversion and exchange of Emhart Shares and American Hardware Shares into Surviving Corporation Shares as hereinabove provided including those of the Bank, except transfer or other taxes required by reason of the issuance of Surviving Corporation Shares in a name other than that of the registered holder of the stock certificate surrendered, shall be assumed and paid by the Surviving Corporation.

Agreement for Service of Process

Emhart Corporation, as the surviving corporation resulting from the merger, agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Emhart as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholder of Emhart as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware, and does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding and

does hereby specify the office of the Surviving Corporation, Cottage Grove Road, Bloomfield, Connecticut, as the address to which a copy of such processes shall be mailed by the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, Emhart Manufacturing Company, a Delaware corporation, and The American Hardware Corporation, a Connecticut corporation, each acting herein by a majority of its Board of Directors have caused their respective seals to be hereunto affixed and this Agreement and Plan of Merger to be executed as of the day and year first above written.

Attest:

JOHN R. HOBSON
Its Secretary

(SEAL)

EMHART MANUFACTURING COMPANY

By EVERETT A. COOPER

LUCIUS F. ROBINSON, JR.

SHERMAN R. KNAPP

JAMES F. ENGLISH, JR.

STANLEY M. COOPER
A Majority of Its Directors

Attest:

T. MITCHELL FORD
Its Secretary

(SEAL)

THE AMERICAN HARDWARE CORPORATION

By W. J. ZIEGENHEIN

WINTHROP W. SPENCER

AUGUSTUS P. LORING

C. G. ROSENSWEIG

D. MUIRHEAD

MAURICE JONES, JR.

ROY C. BOLT

R. L. WHITE
A Majority of Its Directors

State of Connecticut

Office of Secretary of the State

I, Julia H. Tashjian Secretary of the State of Connecticut, and keeper of the seal thereof,

Do Hereby Certify, that the certificate of incorporation of THE AMERICAN HARDWARE CORPORATION as a STOCK corporation under the Connecticut General Statutes of the State of Connecticut was filed in this office on MARCH 10, 1902; that a certificate of amendment changing the name to EMHART CORPORATION was filed in this office on JUNE 29, 1964; that a certificate of amendment changing the name to EMHART INDUSTRIES, INC. was filed in this office on MAY 4, 1976; AND; that insofar as the records of this office reveal, EMHART INDUSTRIES, INC. is in existence and in good standing.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State of Connecticut, at Hartford, this 24th day of NOVEMBER 1986.

Julia H. Tashjian

SC 14D1

82-34124

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14D-1

Tender Offer Statement Pursuant to
Section 14(d)(1) of the Securities Exchange Act of 1934

RECEIVED
MAR 24 1989
Bechtel Information Services
Gaithersburg, Maryland

EMHART CORPORATION (VB)
(Name of Subject Company)

B&D INC.
THE BLACK & DECKER CORPORATION
(Bidder)

Common Stock, par value $1.00 per share
(Title of Class of Securities)

291210 10 2
(CUSIP Number of Class of Securities)

Stephen F. Page
The Black & Decker Corporation
701 East Joppa Road
Towson, Maryland 21204
(301) 583-3900
(Name, Address and Telephone Number of
Person Authorized to Receive Notices and
Communications on Behalf of Bidder)

Copy to:

Bonnie Greaves, Esq.
Shearman & Sterling
599 Lexington Avenue
New York, New York 10022
Telephone: (212) 848-4000

Lowell R. Bowen, Esq.
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
Telephone: (301) 385-3535

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EXHIBIT INDEX

Exhibit No.	Description	Page No.
(a)(1)	Offer to Purchase dated March 22, 1989	13
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(a)(4)	Letter from Salomon Brothers Inc to Brokers, Dealers, Commercial Banks, Trust Companies and Nominees	92
(a)(5)	Letter from Brokers, Dealers, Commercial Banks, Trust Companies and Nominees to Clients	95
(a)(6)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 ..	98
(a)(7)	Summary Advertisement as published in The Wall Street Journal on March 22, 1989	101
(a)(8)	Press Release issued by Black & Decker on March 20, 1989	103
(b)(1)	Financing Commitment Letter dated March 19, 1989 to Black & Decker from Citibank, N.A.	106
(c)(1)	Agreement and Plan of Merger dated as of March 19, 1989 among Black & Decker, the Purchaser and the Company	136

events that may have occurred and may affect the significance or accuracy of any such information but that are unknown to the Purchaser or Black & Decker.

The Company is subject to the informational filing requirements of the Exchange Act and, in accordance therewith, is obligated to file periodic reports, proxy statements, and other information with the Commission relating to its business, financial condition and other matters. Information, as of particular dates, concerning the Company's directors and officers, their remuneration, options granted to them, the principal holders of the Company's securities, any material interest of such persons in transactions with the Company and other matters is required to be disclosed in proxy statements distributed to the Company's shareholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection at the public reference facilities at the Commission's office at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and should also be available for inspection at the Commission's regional offices located in the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604 and the Jacob K. Javits Federal Building, 26 Federal Plaza, New York, New York 10278. Copies of such materials may be obtained by mail, upon payment of the Commission's customary charges from the Commission's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. This material should also be available at the NYSE, 20 Broad Street, New York, New York 10005.

8. Certain Information Concerning the Purchaser and Black & Decker. The Purchaser was incorporated in Maryland on March 17, 1989, in connection with the Offer and the Merger and has not carried on any activities to date other than those incident to its formation and the commencement of the Offer. The principal executive offices of the Purchaser are located at 701 East Joppa Road, Towson, Maryland 21204. The Purchaser has outstanding 100 shares of common stock, par value $1.00 per share, of which 79 shares are owned by B&D Acquisition Inc., a Maryland corporation ("B&D Acquisition"), and 21 shares are owned by Black & Decker International Corporation, a Panamanian corporation ("B&D International"), both of which are wholly-owned subsidiaries of Black & Decker Inc., a Delaware corporation ("BDI") that is a wholly-owned subsidiary of Black & Decker. Black & Decker, the Purchaser, B&D Acquisition, B&D International and BDI are sometimes collectively referred to in this Offer to Purchase as the "Black & Decker Entities".

Until immediately prior to the time that the Purchaser will purchase Shares pursuant to the Offer, it is not anticipated that the Purchaser will have any significant assets or liabilities or engage in activities other than those incident to the Offer and the Merger. Since the Purchaser has minimal assets and capitalization, no meaningful financial information is available.

B&D Acquisition was incorporated in Maryland on January 22, 1988 in connection with an acquisition transaction being pursued by Black & Decker at that time and subsequently abandoned. B&D Acquisition has not subsequently carried on any activities other than in connection with the organization of the Purchaser and the transactions contemplated by the Offer, and has minimal assets and capitalization. The principal executive offices of B&D Acquisition are located at 701 East Joppa Road, Towson, Maryland 21204.

The principal executive offices of B&D International are located at Via Espana, Esquina Via Porras, No. 2ry, Panama. B&D International is principally engaged in the sale of Black & Decker's products in Central and South America.

The principal executive offices of BDI are located at Drummond Plaza Office Park, 1423 Kirkwood Highway, Newark, Delaware 19711. BDI serves as a holding company for Black & Decker's other subsidiaries.

Black & Decker is currently engaged in the manufacturing, marketing and servicing of a wide range of power tools, household products and other labor saving devices, including accessories and attachments for these products. The principal executive offices of Black & Decker are located at 701 East Joppa Road, Towson, Maryland 21204.

BLACK & DECKER®

news

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FOR IMMEDIATE RELEASE: March 20, 1989

SUBJECT: Emhart And Black & Decker Sign Merger Agreement

TOWSON, MD -- Emhart Corporation (NYSE: EMH) and The Black & Decker Corporation (NYSE: BDK) jointly announced today that they have entered into a definitive merger agreement providing for the acquisition by Black & Decker of all the outstanding common stock of Emhart for $40.00 per share in cash. In accordance with the merger agreement, a subsidiary of Black & Decker will commence this week a tender offer for all outstanding Emhart common stock at $40.00 per share, subject to the condition that at least two-thirds of Emhart's common stock on a fully diluted basis is validly tendered. Any shares not acquired in the tender offer will be acquired at $40.00 per share in a subsequent merger.

The Emhart and Black & Decker boards of directors have unanimously approved the transaction. Wasserstein Perella & Co., Inc. and Shearson Lehman Hutton Inc. each has rendered an opinion to the Emhart board that the consideration to be paid by Black & Decker is fair to Emhart's shareholders from a financial point of view.

Black & Decker said it has received a letter from Citibank, N.A. to provide $1 billion in connection with the financing of the offer and has said that it is highly confident, based on current market conditions, that Citibank will be able to obtain commitments from a group of banks for the balance of funds needed to complete the $2.8 billion purchase and pay expenses.

Salomon Brothers Inc will act as dealer manager and D.F. King & Co. Incorporated will act as information agent in connection with the tender offer.

Black & Decker stated that the tender offer will be made only pursuant to definitive offering documents to be filed with the Securities and Exchange Commission.

(more)

The corporate headquarters of the combined companies will be located in Towson, Maryland. Peter L. Scott, Chairman, President and Chief Executive Officer of Emhart, will become a director and Chairman of the Board of Black & Decker. Nolan D. Archibald will continue as President and Chief Executive Officer of Black & Decker.

Emhart's Information & Electronic Systems sector is expected to be sold as part of an overall debt reduction program. Although Emhart staff reductions are contemplated, Black & Decker has agreed to honor all Emhart employee severance plans.

Mr. Scott said: "I support the Black & Decker offer. I believe it presents an excellent opportunity for the Emhart shareholders at a time of volatile financial markets and also is in the best interest of Emhart's employees and other constituencies. In my view, the combination of these two industrial companies provides tremendous opportunities for synergies and growth. The agreement with Black & Decker also alleviates my concern that prolonging the takeover battle with Topper could have adverse effects on certain segments of Emhart's business."

Commenting on the transaction, Mr. Archibald stated: "The acquisition of Emhart will broaden our product base and provide excellent growth opportunities for Black & Decker for years to come. The do-it-yourself products of Emhart's Consumer Sector fit ideally with our consumer power tool business, broadening our lines with non-competing products moving through identical channels of distribution. In addition, we expect Black & Decker's worldwide distribution system to increase substantially the sale of Emhart's consumer products in foreign markets. Emhart's Industrial Sector businesses include products that fit well with our commercial and industrial tools, and many share the same channels of distribution. In summary, the acquisition of Emhart strategically repositions Black & Decker into higher margin products, many of which are counter-cyclical."

Black & Decker is a global marketer and manufacturer of quality products for use in and around the home and for commercial applications. It is the world's leading producer of power tools and household products. Sales for the fiscal year ended September, 1988, were $2.3 billion.

Emhart is a diversified multinational producer of industrial and consumer products, and information and electronic systems, with 1988 revenues of $2.76 billion.

* * *

AGREEMENT

AND

PLAN OF MERGER

AMONG

THE BLACK & DECKER CORPORATION

B & D INC.

AND

EMHART CORPORATION

Dated as of March 19, 1989

the Effective Time, any amendment of this Agreement or the Articles of Incorporation or By-Laws of the Company, any termination of this Agreement by the Company, any extension by the Company of the time for the performance of any of the obligations or other acts of the Parent or waiver of any of the Company's rights hereunder, will require the concurrence of a majority of the directors of the Company then in office who are neither designated by the Parent nor are employees of the Company.

ARTICLE II

THE MERGER

Section 2.01. The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Virginia Stock Corporation Act ("the "VSCA") and the Maryland General Corporation Law ("MGCL"), the Purchaser shall be merged (the "Merger") with and into the Company as soon as practicable following the satisfaction or waiver of the conditions set forth in Article VII hereof. Following the Merger, the Company shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of the Purchaser shall cease.

Section 2.02. Effective Time. The Merger shall be consummated by filing with the State Corporation Commission of Virginia (the "Virginia Corporation Commission") and the Maryland State Department of Assessments & Taxation (the "SDAT") articles of merger executed in accordance with the relevant provisions of the VSCA and the MGCL and the issuance by each of such Commission and the SDAT of a certificate of merger (the time the Merger becomes effective being the "Effective Time").

Section 2.03. Effects of the Merger. The Merger shall have the effects set forth in Section 13.1-721 of the VSCA and Section 3-114 of the MGCL. As of the Effective Time, the Company shall be an indirect wholly owned subsidiary of Parent.

Section 2.04. Articles of Incorporation and By-Laws. The Articles of Incorporation and By-Laws of the Purchaser as in effect at the Effective Time shall be the Articles of Incorporation and By-Laws of the Surviving Corporation, provided that Article First of the Articles of Incorporation of the Surviving Corporation shall be amended to read in its entirety as follows: "FIRST: The name of the Corporation is EMHART CORPORATION."

Section 2.05. Directors. The directors of the Purchaser at the Effective Time shall be the initial directors of the Surviving Corporation.

Section 2.06. Officers. The officers of the Company at the Effective Time shall be the initial officers of the Surviving Corporation.

Section 2.07. Conversion of Shares. (a) Each Share issued and outstanding immediately prior to the Effective Time (other than Shares held by Parent or any subsidiary of Parent and other than Dissenting Shares (as defined below)) shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive $40 in cash, or any higher price paid per Share in the Offer (the "Merger Price"), payable to the holder thereof, without interest thereon, upon the surrender of the certificate formerly representing such Share.

(b) The Purchaser and the Company shall take all action necessary to cause each Share outstanding immediately prior to the acquisition of Shares pursuant to the Offer which was awarded pursuant to the Restricted Stock Plan for Non-Employee Directors of the Company or the Restricted Stock Plan of the Company (i) as of the date of acquisition of Shares pursuant to the Offer, to become fully vested and free of any and all restrictions to which such Shares are otherwise subject and (ii) if outstanding immediately prior to the Effective Time, to be converted into the right to receive the Merger Price in accordance with Section 2.07(a).

(c) Each Share held by Parent or any subsidiary of Parent immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist.

Section 2.08. Conversion of the Purchaser's Common Stock. Each Share of common stock, par value $1.00 per share, of the Purchaser issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchangeable for one share of common stock of the Surviving Corporation.

Section 2.09. Employee Stock Options. The Purchaser and the Company shall take all action necessary to (i) terminate each employee stock option plan of the Company effective as of the Effective Time, (ii) provide that each option to purchase Shares (an "Option"), and each right to elect an alternate settlement method (an "SAR" and together