Industria y Comercio
SUPERINTENDENCIA

A

DELEGATURA PROPIEDAD INDUSTRIAL

SOLICITUD
AFECTACIÓN DE PATENTE DE INVENCION PCT

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
No. 06-094610- -00025-0006
Fecha: 2015-11-25 15:44:05 Dep. 2020 DIR.NUEVASCR
Tra: 2 PATENTES Eve: 2 TRANSFEREN
Act. 411 PRESENTACION Folios: 24

EXPEDIENTE No **6-94610**

TITULO **SUJETADOR DE RIEL MEJORADO**

CLASIFICACION INTERNACIONAL ____________

SOLICITANTE **AMSTED RAIL COMPANY, INC**

DOMICILIO **Chicago, Illinois, Estados Unidos de América**

APODERADO __LUZ HELENA ADARVE GOMEZ

BOGOTA D.C.________________________________

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Industria y Comercio
SUPERINTENDENCIA

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DIRECCIÓN DE NUEVAS CREACIONES
CAMBIO DE TITULAR

1. Identificación del Trámite

- [x] Patente de Invención
- [ ] Patente de Modelo de Utilidad
- [ ]
- [ ] Registro de Diseño Industrial

Esquema de Trazado de Circuitos Integrados

2. Datos del solicitante

[ ] Persona Natural [x] Persona Jurídica

AMSTED RAIL COMPANY, INC

Nombre o denominación / Nombre Social

Tipo de empresa: Micro [ ] Pequeña [ ] Mediana [ ] Otra [ ]

Documento de identificación: C.C. [ ] C.E. NIT [ ] Otro [ ] Número

Dirección del Solicitante	Ciudad
Chicago, Illinois, Estados Unidos de América	Chicago

Dirección Electrónica infopi@cardenasycardenas.com | No. Fax 3122410 | Número telefónico 3137800

[ ] Autorizo expresamente a la Superintendencia de Industria y Comercio para que todas las comunicaciones sean enviadas a través de la dirección de correo electrónico

3. Datos del representante o apoderado:

ADARVE GOMEZ LUZ HELENA	41575435 BTA	14.884 CSJ
Apellidos y Nombre	Documento de identificación	Tarjeta profesional

Dirección del representante		Ciudad
CARRERA 7 No 71-52 Torre B Piso 9		Bogotá
Dirección electrónica	**No. Fax**	**Número telefónico**
infopi@cardenasycardenas.com	312 2410	313 7800

En caso de haber presentado poder general para asuntos que se adelanten ante la Delegatura de Propiedad Industrial, sírvase indicar el número de su radicación.

2

4. Datos de la Inscripción

Titulo de la Nueva Creación: SUJETADOR DE RIEL MEJORADO

Número de Certificado: 29240

5. Datos del Trámite

Cambio de Titular

De: AIRBOSS RAILWAY PRODUCTS, INC.
Domicilio: Corporación de Delawere

A: AMSTED RAIL COMPANY, INC

Domicilio: Chicago, Illinois, Estados Unidos de América

6. Anexos

- [x] Comprobante de pago de la tasa. (15-118238)
- [x] Poder, si fuere el caso.
- [x] Documento que respalde la Inscripción, según sea el caso.
- [ ] Documento que acredite el legítimo interés, si fuera el caso

7. Firma

LUZ HELENA ADARVE GOMEZ	
Nombre del Firmante	Firma
C.C 47575435 BTA	Tarjeta Profesional 14884 CSJ

3

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
NIT : 800.176.089-2
- / -

Industria y Comercio SUPERINTENDENCIA	**RECIBO DE CAJA**	**No. 15 - 118238**
		Bogotá D.C., Octubre 29 de 2015 - 12:03:03

RECIBIDO DE : CARDENAS & CARDENAS ABOGADOS PI LTDA NI 830.083.491

*** Soporte del Pago ***

TIPO PAGO	BANCO	CUENTA	No. PAGO	FECHA PAGO	VR.PAGO
CONSIGNACION	BANCO DE BOGOTA	062754387	715537815	29/10/2015	1.155.000.00

*** Conceptos Pagados ***

CANT.	RENTISTICO	CONCEPTO	Vr.UNDITARIO	Vr.CONCEPTO
1	50005-01-01 SOLICITUDES	1642 S.DISTINTIVO CAMBIOO TITULARIDAT-TRANSFERENCIA INSCRIPC	286.000.00	286.000.00
				$286.000.00

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SON: **DOSCIENTOS OCHENTA Y SEIS MIL PESOS MONEDA CORRIENTE***

Responsable: ______________________
-***-

Recibo de Caja Aplicado al Expediente No. ______________________

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
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- Colombia -

POWER OF ATTORNEY

That he/she acts in his/ her capacity of SECRETARY of **Amsted Rail Company, Inc.** a company legally constituted and in existence in accordance with the laws of DELAWARE USA, and domiciled at CHICAGO, IL.

That in such capacity he/she grants hereby special, ample and sufficient Power of Attorney to **Dario Cárdenas Navas** and/or **Eduardo Cárdenas Caballero**, and/or **Bernardo P. Cárdenas Martinez** and/or **Luz Helena Adarve Gómez**, and/or **Juanita Acosta Gómez** and/or **Ana María Ruiz Rueda,** registered lawyers of the firm **Cárdenas & Cárdenas Propiedad Intelectual Lawyers**, domiciled at Carrera 7 No. 71-52, Torre B, Piso 9, Bogotá, D.C. Colombia, to carry before the corresponding Colombian national offices and authorities the proceedings to obtain patent, industrial models and designs and trademark registrations, and health registrations, as well as proceedings of renewals, assignments, change of name or domicile of the owner, waivers and licenses of the same for which purpose they are empowered to take before said authorities all necessary actions for the indicated purposes; to file applications, statements, claims, formulate descriptions, amendments, oppositions and appeals; pay all taxes and installments and make any other payments determined by law; to receive every document and values issuing the respective discharge; to fulfill any other requirements and take, in general, every measure that they shall deem appropriate for the defense and protection of the trademarks of the company in the event of infringements, oppositions, proceedings for cancellation or annulment, imposition of fines, including resort to litigation; they are empowered to appear as plaintiff or defendant before the competent judges, being entitled to transact, submit to arbitration, waive, receive, resign, withdraw, appeal and all other legal powers which may be necessary, and it is hereby ratified and confirmed, any such act said attorney lawfully do for its benefit, as my own act granting them also power to substitute this proxy and if necessary to revoke such substitutions.

That for purposes of articles 597 and 543 of the Colombian code of Commerce the attorneys are empowered to receive service of notice and designate judicial and extra judicial attorneys.

Signed At CHICAGO, IL USA
On 13 NOV 2015

By Em J Bu

Full name of the company AMSTED RAIL COMPANY, INC

Full address, city and country 311 S WACKER DR
CHICAGO, IL 60606 USA

5

-Colombia-

PODER DE ABOGADO

Que él/ella actúa en calidad de SECRETARIO de **Amsted Rail Company, Inc.** una sociedad debidamente constituida y vigente de conformidad con las leyes de DELAWARE, ESTADOS UNIDOS, y con domicilio en CHICAGO, IL.

Que en dicha calidad él/ella otorga por medio del presente Poder de Abogado especial, amplio y suficiente a Dario Cardenas-Navas y/o Eduardo Cardenas-Caballero y/o Bernardo P. Cardenas-Martinez y/o Luz Helena Adarve Gómez, Juanita Acosta Gomez, y/o Ana Maria Ruiz-Rueda abogados registrados de la firma Cárdenas & Cárdenas Propiedad Intelectual Lawyers, con domicilio en la carrera 7 No. 71-52, torre B, piso 9, Bogotá D.C., Colombia, para realizar ante las autoridades y las oficinas nacionales Colombianas correspondientes los procesos para obtener patentes, diseños y modelos industriales y registros de marcas, y registros sanitarios así como también así como también procesar renovaciones, cesiones, cambios de nombre o domicilio del propietario, renuncias y licencias de las mismas para cuyo propósito ellos están facultados para tomar ante dichas autoridades todas las acciones necesarias para los propósitos indicados; para presentar solicitudes, declaraciones, reclamaciones, formular descripciones, correcciones, oposiciones y apelaciones; pagar todos los impuestos y cuotas y hacer cualesquier otros pagos determinados por ley; para recibir todos los documentos y valores que emiten la respectiva cancelación; para cumplir cualesquier otros requerimientos y tomar, en general, todas las medidas que

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lleguen a ser oportunas para la defensa y protección de la Propiedad Industrial de la Compañía en el evento de infracciones, oposiciones, procedimientos para cancelación o anulación, imposición de multas, paso de antecedentes a los tribunales; ellos están facultados para comparecer como demandante o defensor ante los jueces competentes, tienen derecho a tranzar, presentar arbitraje, renunciar, recibir, renunciar, retirar, apelar y todas las otras facultades legales que puedan ser necesarias, y por la presente declaro desde ahora válido y bueno todo lo que dichos abogados hagan para su beneficio, otorgándoles también facultad para sustituir este poder y si es necesario revocar dichas sustituciones.

Que para propósitos de los artículos 597 y 543 del Código de Comercio Colombiano los abogados tienen facultad para recibir notificaciones judiciales y designar abogados judiciales y extrajudiciales.

FIRMADO EN Chicago, IL Estados Unidos

el día 13 de noviembre de dos mil quince (2015).

POR: ______ (aparece firma)

Nombre completo de la sociedad	**Amsted Rail Company, Inc.**
País, ciudad y dirección completos	311 S Wacker DR
	CHICAGO, IL. 60606 EE.UU.

CONTRATO DE COMPRA DE ACTIVOS

ESTE CONTRATO DE COMPRA DE ACTIVOS (este "Contrato") con fecha de Diciembre 17, 2008, se celebra por y entre Airboss of America Corp, una sociedad de Ontario ("Ariboss"), Airboss Railway Products, Inc., una sociedad de Delaware ("ARP"), y junto con Airboss, los "Vendedores"), y Amsted Rail Company, Inc., una corporación de Delaware ("Comprador").

CONSIDERANDOS

A. Los Vendedores están vinculados en los negocios de suministro de dispositivos de sujeción para vías de ferrocarriles (los "Negocios").

B. Los Vendedores desean vender al Comprador, y el Comprador desea comprar de los Vendedores, los Negocios a través de la venta, cesión, transferencia y entrega al Comprador de (I) todas las acciones de capital social de 629096 Saskatchewan Ltd., una sociedad de Saskatchewan ("Filial Saskatchewan"), propiedad de Airboss (las "Acciones"), y (2) sustancialmente todos los activos de ARP, en cada caso en los términos en los términos y sin perjuicio de las condiciones establecidas en este Contrato.

COMPROMISO

En contraprestación de las premisas y declaraciones mutuas, garantías, pactos y compromisos contenidos en este Contrato, y a título oneroso, cuyo recibo y suficiencia cada parte reconocen por el presente documento, las partes de este Contrato pactan lo siguiente:

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of December 17, 2008, is made by and among Airboss of America Corp., an Ontario corporation ("Airboss"), AirBoss Railway Products, Inc., a Delaware corporation ("ARP", and together with Airboss, the "Vendors"), and Amsted Rail Company, Inc., a Delaware corporation ("Purchaser").

RECITALS

A. Vendors are engaged in the business of supplying railway track fastening devices (the "Business").

B. Vendors desire to sell to Purchaser, and Purchaser desires to purchase from Vendors, the Business through the sale, assignment, transfer and delivery to Purchaser of (1) all of the shares of capital stock of 629096 Saskatchewan Ltd., a Saskatchewan corporation ("Saskatchewan Subsidiary"), owned by Airboss (the "Shares"), and (2) substantially all of the assets of ARP, in each case upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party hereto, the parties to this Agreement agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Purchase of Shares. Airboss hereby sells, assigns, transfers and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Airboss, all of the right, title and interest of Airboss in and to the Shares, free and clear of all liens, charges, encumbrances, security interests, pledges, mortgages, equities, claims and options of whatever nature ("Liens"), other than restrictions on transfer and other obligations set forth in that Memorandum of Agreement dated August 31, 1999 ("Shareholders Agreement") by and among the shareholders of Saskatchewan Subsidiary.

1.2 Purchased Assets. ARP hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from ARP, all of the right, title and interest of ARP in and to the assets, properties, goodwill, rights, contracts and claims of ARP, of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by ARP on the Closing Date and used, held for use or intended to be used in the operation or conduct of the Business, other than the Excluded Assets, in each case free and clear of all Liens (collectively, the "Purchased Assets"). The Purchased Assets exclude the Excluded Assets and include the following: (a) all trade accounts receivable, notes receivable, negotiable instruments and chattel paper related to the Business (collectively, the "Accounts Receivable"); (b) all inventories of raw materials, work-in-process, finished goods, packaging materials, parts, accessories and miscellaneous inventories, wherever located, related to the Business, and all prepayments and amounts paid on deposit with respect to the same (collectively, the "Inventory"); (c) all machinery, equipment, furniture, furnishings, fixtures, tools, molds, vehicles and other tangible personal property, wherever located, related to the Business (other than the Inventory, collectively, the "Equipment"); (d) all Intellectual Property related to the Business; (e) all contracts, agreements, commitments, purchase orders, leases, licenses and other arrangements, whether written or oral (collectively, "Contracts") which are (1) listed on Schedule 4.9, Schedule 4.10(b), Schedule 4.11(c) and Schedule 4.11(d) or (2) entered into in the ordinary course of business and related to the Business (collectively, the "Business Contracts"); (f) all original books and records related to the Business, including all business records in any form or medium, research material, tangible data, documents, personnel records with respect to Transferred Employees, invoices, manuals, lists and correspondence regarding customers, vendors, service providers and distributors, sales and promotional literature, catalogs and advertising material used for the marketing of products or services, and engineering drawings and documents related to products of the Business, in each case whether stored or maintained in hard copy, digital or electronic format or otherwise (collectively, "Business Records"), other than those required by law to be retained by the Vendors, copies of which will be made available to Purchaser to the extent permitted by applicable law; (g) all permits, approvals, authorizations, licenses, franchises, certificates, privileges, immunities, orders, registrations, easements and rights from governmental authorities (collectively, "Permits") to the extent transferable and related to the Business; (h) all rights, causes of action, claims and credits to the extent related to the Business, any Purchased Asset or any Assumed Liability, including any such items arising under insurance policies and all guarantees, warranties, indemnities and similar rights in favor of ARP or its Affiliates in respect of any other Purchased Asset or any Assumed Liability; and (i) all goodwill generated by, and associated with, the Business. An "Affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

1.3 Excluded Assets. ARP does not sell, assign, transfer, convey or deliver to Purchaser, and Purchaser does not purchase, acquire or accept from ARP, the following assets, properties, rights, Contracts and claims (collectively, the "Excluded Assets"): (a) all cash, cash equivalents, marketable securities, bank accounts and lockboxes and deposits of ARP; (b) all benefit plans and any trusts, insurance arrangements, Contracts or other assets held pursuant to, or set aside to fund the obligations of ARP under, any such benefit plans; (c) all books and records not related to the Business, including ARP's certificate of incorporation and bylaws, minute and stock record books, income tax returns and reports, corporate seal, checkbooks, cancelled checks and corporate personnel records of current or former employees of ARP who are not Transferred Employees; (d) all rights, claims and credits of ARP to the extent relating to any other Excluded Asset or any Excluded Liability, including any such items arising under insurance policies and all guarantees, warranties, indemnities and similar rights in favor of ARP in respect of any other Excluded Asset or any Excluded Liability; (e) all rights of Vendors under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (the "Ancillary Agreements"); (f) all personnel records that ARP is required by law to retain in its possession; (g) all indebtedness between ARP and any Affiliate of ARP; and (h) all income tax installments paid by ARP and the right to receive any refund of income taxes paid by ARP.

1.4 Assumed Liabilities. Purchaser hereby assumes, and will pay, perform and discharge as and when due, the following claims, liabilities and obligations of ARP, as and to the extent not satisfied or extinguished as of the Closing Date (collectively, the "Assumed Liabilities"): (a) all trade accounts payable of ARP incurred in the ordinary course of business to the extent related to the Business ("Accounts Payable"), but only to the extent of the amount reflected for such Accounts Payable on the Final Report; (b) all obligations under the Business Contracts and the Permits; (c) all obligations arising from a claim made by a third party against Purchaser based on an alleged defect in products or materials sold or delivered by Vendors or their Affiliates prior to the Closing Date; and (d) all obligations expressly assumed by Purchaser pursuant to Section 6.5 and Section 6.6. Purchaser will be responsible for all obligations relating to the conduct of the Business by Purchaser after the Closing Date.

1.5 Excluded Liabilities. Notwithstanding any provision of this Agreement or any Ancillary Agreement to the contrary, and regardless of any disclosure to Purchaser, Purchaser does not assume any claims, liabilities and obligations of ARP or any of its Affiliates other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including: (a) all obligations arising from or related to debt instruments, loan documents, indentures, debentures, guarantees or other written obligations which involve indebtedness for borrowed money; (b) all obligations arising from or relating to any Contract between ARP, on the one hand, and any Affiliate of ARP (other than Saskatchewan Subsidiary), on the other hand, and all intercompany payables owed by ARP to any Affiliate of ARP (other than Saskatchewan Subsidiary); (c) all obligations under the Business Contracts and the Permits resulting from any breach or default by ARP on or prior to the Closing Date; (d) all obligations to employees and former employees of ARP relating to their employment or termination of employment by ARP; (e) all obligations to be paid by ARP pursuant to Section 6.5 and Section 6.6; (f) all obligations that are based upon, arise out of or relate to any Excluded Asset, any other Excluded Liability or any of a Vendor's present or former businesses other than the Business; (g) all obligations of a Vendor arising under this Agreement and the Ancillary Agreements; and (h) all Taxes of ARP and its Affiliates relating to the Business for periods ending on or prior to the Closing Date and the portion through the end of the Closing Date for any taxable period that includes but does not end on the Closing Date. In the case of any taxable period that includes but does not end on the Closing Date, the amount of any Taxes based on or measured by income or receipts of ARP or its Affiliate shall be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of any other Taxes shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such taxable period. ARP will pay, perform and discharge as and when due all of the Excluded Liabilities.

1.6 Certain Post-Closing Claims. In the event any claim based on an alleged defect in products or materials sold or delivered by Vendors or their Affiliates on or prior to the Closing Date (each such claim, including the matter described on Schedule 4.20, a "Product Defect Claim") is asserted in writing by a third party against Purchaser on or prior to the second anniversary of the Closing Date, Purchaser will give Vendors prompt written notice of such claim (a "Product Defect Claim Notice"). Purchaser and Vendors will cooperate with, and assist in good faith, each other to determine the nature and legitimacy of the Product Defect Claim and the value of such Product Defect Claim. Purchaser will be solely responsible for administering any such Product Defect Claims, and Vendors will promptly reimburse Purchaser for all liabilities and obligations incurred by Purchaser in connection with such Product Defect Claims; provided, that Purchaser will not agree to pay more than $50,000 in the aggregate to third parties in connection with any such Product Defect Claim(s) without the prior written consent of Vendors, which consent will not to be unreasonably withheld, delayed or conditioned; provided further, that the foregoing proviso will not apply to the matter described on Schedule 4.20 . Notwithstanding the foregoing, the aggregate amount Vendors will be required to reimburse under this Section 1.6 will not exceed the Purchase Price.

ARTICLE II
PURCHASE PRICE

2.1 Amount and Payment of Purchase Price. The aggregate consideration to be paid by Purchaser for the Shares and the Purchased Assets (the "Purchase Price") will equal the sum of the following: (1) $6,000,000, to be paid in the manner and at the time set forth in Section 2.2 and subject to the adjustments set forth in Section 2.3, (2) the assumption by Purchaser of the Assumed Liabilities as of the Closing Date, and (3) the Earn-Out Payments, if any, to be paid in the manner and at the time set forth in Section 2.4.

2.2 Closing Payment. At the Closing, Purchaser will pay, by wire transfer of immediately available funds to the account designated by Vendors on or before the third business day prior to the Closing Date, an amount (the "Closing Payment") equal to (a) $6,000,000, *plus* (b) the Estimated Adjustment Amount (which may be a negative number). The "Estimated Adjustment Amount" means Net Working Capital as of the Closing Date, as jointly estimated by Purchaser and Vendors prior to the Closing Date, *minus* \$1,606,621 (the "Target Net Working Capital"). "Net Working Capital" means (1) the sum of the Accounts Receivable *plus* the value of the Inventory, *plus* out-of-pocket amounts actually paid by ARP for production tooling for new products of the Business from July 1, 2008 to the Closing Date, *minus* (2) the Accounts Payable, in each case determined in accordance with generally accepted accounting principles in the United States, applied on a consistent basis ("GAAP").

2.3 Adjustment of Purchase Price.

(a) Purchase Price Adjustment. Subject to the provisions of clauses (b) through (f) of this Section 2.3, the Purchase Price will be adjusted dollar for dollar following the Closing Date to the extent that the Adjustment Amount is more or less, as the case may be, than the Estimated Adjustment Amount (such adjustment is referred to herein as the "Purchase Price Adjustment"). The "Adjustment Amount" means Net Working Capital as of the Closing Date, as set forth on the Final Report, *minus* the Target Net Working Capital.

(b) Net Working Capital Report. As promptly as practicable, but in no event later than 45 days following the Closing Date, Purchaser will prepare and deliver, or will cause to be prepared and delivered, to Vendors a report (the "Net Working Capital Report") setting forth in reasonable detail Purchaser's calculation of Net Working Capital as of the Closing Date and the Adjustment Amount. The Net Working Capital Report, as finally modified pursuant to this Section 2.3, is referred to herein as the "Final Report". The Net Working Capital Report and the Final Report will be prepared in accordance with GAAP. All disputes with respect to the Net Working Capital Report will be resolved in accordance with this Section 2.3. From the Closing until the finalization of the Final Report, Purchaser and Vendors will, and will cause their respective independent accountants to, cooperate with and assist in good faith, each other in the preparation and review of the Net Working Capital Report, and will make available, to the extent reasonably requested, books, records, work papers and personnel of the Business for such purpose (subject to compliance with the other party's independent accountants' customary procedures for release). The Inventory amount to be included in the Net Working Capital Report and the Final Report will be based on the results of a physical inventory to be taken no more than five business days prior to the Closing Date, which physical inventory will be adjusted, in consultation with Purchaser and its representatives, to reflect documented transactions (including transactions such as sales of goods and services, purchases of raw materials and the conversion of inventory into accounts receivable) after the date of such inventory through and including the Closing Date. Purchaser and its representatives will have been permitted to observe such physical inventory.

(c) Vendors' Review of Net Working Capital Reports. Vendors will have 30 days following receipt of the Net Working Capital Report to review and respond to the Net Working Capital Report. Unless Vendors deliver to Purchaser a written letter of their disagreement with the Net Working Capital Report (the "Vendors' Letter") on or prior to the 30th day following Vendors' receipt of the Net Working Capital Report, the Net Working Capital Report will become the Final Report. If Vendors deliver a Vendors' Letter in a timely manner, then (1) any amount set forth in the Net Working Capital Report as to which Vendors have not objected will be deemed to be accepted and will become part of the Final Report, and (2) the Net Working Capital Report will become the Final Report on the earlier of (i) the date that Vendors and Purchaser resolve in writing all remaining disputed matters properly specified in Vendors' Letter or (ii) the date that the Arbitrator delivers to Vendors and Purchaser a copy of the Final Report pursuant to Section 2.3(e)(5).

(d) Meeting to Resolve Proposed Adjustments. As soon as reasonably practicable, but in no event later than 15 days after Vendors' delivery of Vendors' Letter, Purchaser and Vendors will meet and endeavor to resolve the unaccepted adjustments described in Vendors' Letter. If Purchaser and

10

Vendors reach agreement in writing on such adjustments, the Final Report will be the Net Working Capital Report modified to reflect the adjustments accepted pursuant to Section 2.3(c) and those otherwise agreed to in writing by the parties pursuant to this Section 2.3(d).

(e) Resolution by Arbitration.

(1) If Purchaser and Vendors do not resolve to their mutual satisfaction all disputed adjustments in Vendors' Letter within 15 days following the meeting provided for in Section 2.3(d), any remaining disputed adjustments included in Vendors' Letter will be settled by the Chicago, Illinois offices of Ernst & Young LLP (or, if such firm will decline to act or is, at the time of submission thereto, a principal independent auditor of Purchaser or Vendors, to another independent accounting firm of national reputation acceptable to Purchaser and Vendors) (either Ernst & Young LLP or such other accounting firm being the "Arbitrator") in accordance with the following provisions of this Section 2.3(e).

(2) On or prior to the 30th day following Vendors' delivery of Vendors' Letter to Purchaser pursuant to Section 2.3(c), Purchaser and Vendors will furnish the Arbitrator with a copy of the Agreement, the Net Working Capital Report and Vendors' Letter. Purchaser and Vendors will also give the Arbitrator access to relevant Business Records, as well as any accounting work papers or other schedules relating to the preparation of the Net Working Capital Report and Vendors' Letter.

(3) Within 30 days of submitting the disputed adjustments to the Arbitrator pursuant to Section 2.3(e)(2) that were included in Vendors' Letter in accordance with Section 2.3, Purchaser and Vendors will provide to the Arbitrator and to each other a copy of a written submission setting forth their respective positions with respect to each remaining disputed adjustment described in Vendors' Letter. Within 30 days thereafter, Purchaser and Vendors may provide to the Arbitrator and to each other a written rebuttal, which will be limited to addressing the points raised in the opposing party's initial written submission. No additional written submission will be made to the Arbitrator unless specifically requested by the Arbitrator.

(4) The Arbitrator's engagement will be limited to (i) reviewing the Net Working Capital Report and the amounts properly placed in dispute by the Vendors' Letter pursuant to Section 2.3(c); (ii) reviewing the parties' written submissions provided pursuant to Section 2.3(e)(3); (iii) determining whether Purchaser's proposed amount for an item in the Net Working Capital Report or Vendors' proposed adjustment thereto in the Vendors' Letter is calculated more nearly in accordance with Section 2.3(b); (iv) preparing the Final Report, which will include those amounts in the Net Working Capital Report accepted by Vendors pursuant to Section 2.3(c), those adjustment otherwise agreed to in writing by the parties pursuant to Section 2.3(d), and those amounts determined by the Arbitrator to be calculated more nearly in accordance with Section 2.3(b); and (v) calculating the Adjustment Amount. The fees and expenses of the Arbitrator will be borne by Vendors and Purchaser in inverse proportion as they may prevail on matters resolved by the Arbitrator, which proportionate allocations will also be determined by the Arbitrator at the time the determination of the Arbitrator is rendered on the Final Report.

(5) The Arbitrator will complete its preparation of the Final Report and its calculation of the Adjustment Amount within 30 days from its receipt of the written submissions and rebuttal responses, if any, pursuant to Section 2.3(e)(3), and will deliver a copy of the Final Report and its calculation of the Adjustment Amount to Vendors and Purchaser and a report setting forth each disputed adjustment, the Arbitrator's determination with respect thereto, and a

statement of the Arbitrator's reasons for such determination. The Arbitrator's determination will be conclusive and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.

(f) Payment of Adjustment Amount. If the Adjustment Amount is less than the Estimated Adjustment Amount, then Vendors will pay to Purchaser the difference between the Adjustment Amount and the Estimated Adjustment Amount. If the Adjustment Amount is greater than the Estimated Adjustment Amount, then Purchaser will pay to Vendors the difference between the Adjustment Amount and the Estimated Adjustment Amount. The Purchase Price Adjustment will be paid in immediately available funds by wire transfer pursuant to instructions provided in writing by the recipient of the funds no later than 10 business days following the date on which the Net Working Capital Report become the Final Report, together with interest at the prime rate of interest as published in *The Wall Street Journal* (Midwest edition) on the Closing Date, compounded daily beginning on the Closing Date and ending on the date of payment. If the Purchase Price is reduced as a result of the writing off of any Accounts Receivable as set forth in the Final Report, the Vendors will be entitled to receive any payments made after the Closing Date in satisfaction of any such Accounts Receivables, and the Purchaser and its Affiliates will promptly deliver to the Vendors any cash or other property received directly or indirectly after the Closing Date with respect thereof.

2.4 Earn-Out Payments.

(a) Certain Definitions. For purposes of this Section 2.4:

(1) "Earn-Out Products" means railway fastening and related products of the Business (including all such products of the Business sold or offered for sale or being tested by potential customers of the Business as of the Closing Date, and any subsequent versions or modifications thereof). For the avoidance of doubt, any railway fastening and related products sold or offered for sale by Purchaser or its Affiliates prior to the Closing (including all such products being tested by potential customers as of the Closing Date, and any subsequent versions or modifications thereof) will not be considered "Earn-Out Products".

(2) "EBITDA" means, for the 12 months immediately following the Closing Date, the combined net income of the Business from the sales of Earn-Out Products to customers in the Territories during such period; *plus*, to the extent such amounts were deducted in calculating net income for such period, the sum of (a) income and franchise tax expense and (b) depreciation and amortization expense; *minus*, to the extent such amounts were included in calculating net income for such period, other income (expense), in each case determined in accordance with GAAP.

(3) "EBITDA Margin" means, for the 12 months immediately following the Closing Date, EBITDA for such period divided by sales of Earn-Out Products during such period to customers in the Territories.

(4) "Territories" means Canada, the United States of America, Mexico and the Republic of Colombia.

(b) First Earn-Out Payment. No later than 60 days after the first anniversary of the Closing Date, Purchaser will pay, by wire transfer of immediately available funds to the account designated by Vendors on or before the third business day prior to such date, an amount (the "First Earn-Out Payment") equal to six times an amount equal to (1) the EBITDA for the 12 months immediately following the Closing Date *minus* (2) \$1,000,000; provided, that if the EBITDA for the 12 months immediately following the Closing Date is less than or equal to $1,000,000, then the First Earn-Out Payment will be zero. The First Earn-Out Payment, if any, will be accompanied by a statement setting forth Purchaser's calculation of sales of Earn-Out Products to customers in the Territories and EBITDA for the 12 months immediately following the Closing Date.

(c) Second Earn-Out Payment. No later than 60 days after the second anniversary of the Closing Date, Purchaser will pay, by wire transfer of immediately available funds to the account designated by Vendors on or before the third business day prior to such date, an amount (the "Second Earn-Out Payment") equal to six times an amount equal to the product of (1) the net sales of Earn-Out Products to customers in the Territories for the 12 months immediately following the first anniversary of the Closing Date *minus* the net sales of Earn-Out Products to customers in the Territories for the 12 months immediately following the Closing Date, and (2) the EBITDA Margin; provided, that if the amount determined in accordance with clause (1) above is a negative number, then the Second Earn-Out Payment will be zero. The Second Earn-Out Payment, if any, will be accompanied by a statement setting forth Purchaser's calculation of sales of Earn-Out Products to customers in the Territories for the 12 months immediately following the first anniversary of the Closing Date.

(d) Operation of the Business.

(1) Subject to Section 2.4(d)(2), during the 12 months immediately following the Closing Date, Purchaser and its Affiliates will carry on the Business as a separate business unit under the direction of Purchaser in the ordinary course of business, including by keeping separate records and financial statements for the Business, and will not engage in any extraordinary transactions without Vendors' prior written consent, including: (i) restricting the working capital of the Business or otherwise impeding any commercially reasonable efforts to increase the revenue or EBITDA of the Business; (ii) significantly modifying or altering the terms and conditions of sale agreements, arrangements or understandings with existing customers of the Business and the Vendors; (iii) completing sales to customers outside the Territories in priority to customers located inside the Territories; and (iv) selling to the Business any concrete fastening products manufactured by Purchaser at prices greater than the prices the Business could obtain for equivalent products pursuant to sales in the market completed in the ordinary course of business.

(2) Notwithstanding Section 2.4(d)(1), Purchaser will be entitled to implement a plan commencing at the beginning of the seventh month after the Closing Date for the sharing of certain common administrative functions (but not the operations of the Business) to reduce costs in accordance with a plan prepared by Robert Magnuson and the General Manager of the Business.

(e) Financial Statements; Audits.

(1) Purchaser will deliver to Vendors the financial statements of the Business for the six-month and 12-month periods immediately following the Closing Date and the financial statements relating to the Business and the Earn-Out Products for the 12-month period immediately following the first anniversary of the Closing promptly upon such financial statements being completed.

(2) For a period of 30 days after Vendors' receipt of the financial statements of the Business for each period set forth in Section 2.4(e)(1), Vendors will be entitled to give notice to Purchaser of Vendors' election to audit the financial statements for such period most recently ended, and to engage an auditor, at Vendors' sole cost and expense, to perform such audit. During any such audit, Purchaser will grant Vendors and Vendors' auditor reasonable

access during normal business hours to the books and records of the Business, the financial personnel and accountants of Purchaser to the extent relevant to the preparation of the applicable financial statements, and any related work papers prepared by Purchaser's independent accountants (subject to compliance with Purchaser's independent accountants' customary procedures for release).

(f) Offset. Purchaser may, acting reasonably, offset any amounts due to Vendors under this Section 2.4, against any amounts due to Purchaser under this Agreement, including any indemnification claims under ARTICLE VII; provided, that neither such right of offset nor any offset made pursuant thereto will affect the provisions set forth in ARTICLE VII.

2.5 Allocation of Purchase Price. As soon as reasonably practicable after the determination of the Final Report, Purchaser and Vendors will allocate the Purchase Price among the Shares and the Purchased Assets in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder, which allocation will be based upon an appraisal obtained by Purchaser, at Purchaser's expense. Except as otherwise required by law or pursuant to a "determination" under Section 1313 of the Code, or upon agreement of the parties to this Agreement, Purchaser and Vendors will agree to act, and will cause their Affiliates to act, in accordance with such allocations for all Tax purposes, and neither Purchaser nor Vendors will take any position inconsistent therewith in any Tax Return or similar filing, any refund claim, any litigation or otherwise.

ARTICLE III
CLOSING

3.1 Closing Date. The closing of the transactions contemplated hereby (the "Closing") will take place at 10:00 a.m., Chicago time, at the location reasonably designated by Purchaser at least five business days prior to the Closing Date, or if no such location is designated, at the offices of Schiff Hardin LLP, 6600 Sears Tower, Chicago, Illinois, on the date hereof (which date is referred to herein as the "Closing Date").

3.2 Deliveries by Vendors. At the Closing, Vendors will deliver to Purchaser the following: (a) certificates representing the Shares, duly endorsed in blank, or accompanied by stock powers duly endorsed in blank in proper form for transfer; (b) bills of sale, general assignments of trademarks and patents and other instruments of assignment and transfer as may be reasonably necessary to vest in Purchaser all of ARP's right, title and interest in and to the Purchased Assets, in each case, in form and substance reasonably satisfactory to Purchaser, duly executed by ARP; (c) a counterpart to an Assignment and Assumption Agreement between Purchaser and ARP in form and substance reasonably acceptable to Purchaser and Vendors ("Assignment and Assumption Agreement") duly executed by ARP; (d) certificates of title or origin (or like documents) with respect to any Equipment for which a certificate of title or origin is required in order to transfer title; (e) discharges, releases and UCC termination statements adequate to discharge all Liens on the Shares and the Purchased Assets; (f) a certificate executed by an officer of each Vendor certifying as of the Closing Date (1) a true and complete copy of the certificate of incorporation of such Vendor, (2) a true and complete copy of the bylaws of such Vendor, (3) a true and complete copy of the resolutions of the board of directors of such Vendor authorizing the execution, delivery and performance by such Vendor of this Agreement and the consummation of the transactions contemplated hereby, (4) in the case of ARP, a true and complete copy of the resolutions of the stockholders of ARP authorizing the execution, delivery and performance by ARP of this Agreement and the consummation of the transactions contemplated hereby and (5) incumbency matters; (g) certificates of the appropriate governmental authorities certifying (1) the existence and good standing of Airboss in the Province of Ontario, ARP in the State of Delaware and

12

Saskatchewan Subsidiary in Saskatchewan, in each case dated as of a date within 10 days of the Closing Date; (h) copies of any third-party notices and consents listed on Schedule 4.5; and (i) all other records, agreements, certificates, instruments and other documents required to be delivered under this Agreement or as reasonably requested by Purchaser.

3.3 Deliveries by Purchaser. At the Closing, Purchaser will pay the Closing Payment as provided in Section 2.2 and will deliver to Vendor: (a) a counterpart to the Assignment and Assumption Agreement, duly executed by Purchaser; (b) a certificate executed by the corporate secretary or an assistant secretary of Purchaser certifying as of the Closing Date (1) a true and complete copy of the certificate of incorporation of Purchaser, (2) a true and complete copy of the bylaws of Purchaser, (3) a true and complete copy of the resolutions of the board of directors of Purchaser authorizing the execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated by this Agreement and (4) incumbency matters; (c) certificates of the appropriate governmental authorities certifying the existence and good standing of Purchaser in the State of Delaware dated as of a date within 10 days of the Closing Date; and (d) all other records, agreements, certificates, instruments and other documents required to be delivered under this Agreement or as reasonably requested by Vendors.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF VENDORS

Vendors hereby jointly and severally represent and warrant to Purchaser as follows:

4.1 Organization and Good Standing. Each Vendor (1) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and (2) has full power and authority to own, operate and lease its properties and carry on the Business as it is now being conducted. Each Vendor is currently qualified or licensed as a foreign corporation in any jurisdiction in which its right, title or interest in or to any Purchased Asset or the conduct of the Business by it requires it to be so qualified or licensed, except where the failure to be so qualified or licensed would not be reasonably expected to result in or have a change, effect, event or occurrence that is, or would reasonably be expected to be, materially adverse to, or has, or would reasonably be expected to have, a materially adverse effect on, the business, condition (financial or otherwise), prospects or results of operations of the Business, taken as a whole (a "Material Adverse Effect"). Schedule 4.1 sets forth a true and complete list of all jurisdictions in which either Vendor is qualified or licensed as a foreign corporation. Copies of the certificate of incorporation and bylaws of each Vendor, which have previously been delivered to Purchaser, are true and complete copies of the certificate of incorporation and bylaws of each Vendor, as amended and in effect on the date of this Agreement.

4.2 Authorization; Valid and Binding Agreement. Each Vendor has full power and authority to execute, deliver, and perform its obligations under this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. The execution, delivery, and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and by the Ancillary Agreements have been duly and validly authorized by all necessary action on the part of such Vendor that is party thereto, and no other approval on the part of either Vendor is necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements and the transactions contemplated by this Agreement and by the Ancillary Agreements. Each of this Agreement and the Ancillary Agreements constitutes the valid and binding agreement of each Vendor, enforceable in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

4.3 Subsidiaries.

(a) Except for Saskatchewan Subsidiary, neither Vendor has any direct or indirect subsidiary that owns, uses or licenses any Purchased Asset or otherwise participates in the operation of the Business. Saskatchewan Subsidiary does not own, directly or indirectly, any capital stock or other equity interest in any person. All Shares are owned by Airboss free and clear of any Liens.

(b) Saskatchewan Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the Province of Saskatchewan and has all necessary power and authority to own, lease and operate its properties and to carry on its business as currently being conducted. Saskatchewan Subsidiary is duly qualified or licensed as a foreign corporation and is in good standing in each jurisdiction in which its right, title or interest in or to any its assets or the conduct of its business makes such qualification necessary, except where the failure to be so duly qualified or licensed would not have a Material Adverse Effect. True and correct copies of the certificate of incorporation and bylaws (or similar corporate documents) of Saskatchewan Subsidiary have been made available to Purchaser.

(c) Schedule 4.3(c) sets forth (1) the authorized capital stock or other equity interests of Saskatchewan Subsidiary, (2) the number of issued and outstanding shares of capital stock or other equity interest of Saskatchewan Subsidiary, and (3) the record and beneficial holder of the issued and outstanding shares of capital stock or other equity interest of Saskatchewan Subsidiary. The Shares have been duly authorized and validly issued and are fully paid and nonassessable and, other than as set forth in the Shareholders Agreement, are not subject to any right of first refusal and were not issued in violation of any preemptive or subscription rights. There are no existing options, warrants, calls, subscriptions or other rights, convertible securities, trusts or Contracts of any character relating to the Shares. Other than as set forth in the Shareholders Agreement, there is no Contract or other obligation on the part of Airboss, or after the Closing, Purchaser, to make any investment in, or capital or other contribution to, or loan any amount to, Saskatchewan Subsidiary.

4.4 No Violations. Neither the execution of this Agreement or the Ancillary Agreements nor the consummation of the transactions contemplated by this Agreement or by the Ancillary Agreements (a) violates or will violate the certificate of incorporation or bylaws of either Vendor or Saskatchewan Subsidiary, (b) except as set forth on Schedule 4.4, violates, conflicts with, constitutes or will constitute a breach or violation of any term or provision of, or a default under, acceleration, termination or modification of the terms of, or entitle any party to declare such a default, or to accelerate, terminate or modify the terms of or under (in each case with or without notice or lapse of time or both), any provision of any Contract or other obligation to which a Vendor or Saskatchewan Subsidiary is a party, including the Business Contracts, or by which a Vendor, Saskatchewan Subsidiary or any of the Purchased Assets are or may be bound or affected, (c) violates or will violate, or conflict with any law, statute, ordinance, rule, regulation, order, writ, injunction, decree, judgment, award or other order of any foreign, federal, state or local governmental or regulatory body, administrative agency, court or other authority having jurisdiction over a Vendor, Saskatchewan Subsidiary, the Business or any of the Purchased Assets, (d) violates any Permits that are (i) currently issued to a Vendor or Saskatchewan Subsidiary or (ii) required for a Vendor or Saskatchewan Subsidiary to lawfully conduct and operate the Business in the manner it currently conducts and operates such Business or to permit it to own and use the Purchased Assets in the manner it currently owns and uses them, or (e) results in the creation or imposition of any Liens with respect to any of the Purchased Assets, the Shares or the assets of Saskatchewan Subsidiary.

4.5 Consents. Except as set forth on Schedule 4.5, no notices, reports, registrations or other filings are required to be made by a Vendor or Saskatchewan Subsidiary with, nor are any consents, approvals or authorizations required to be obtained by a Vendor or Saskatchewan Subsidiary from, any governmental authority or any other person in connection with the execution, delivery or performance by Vendors of this Agreement or any Ancillary Agreement.

4.6 Financial Matters.

(a) Attached to this Agreement as Schedule 4.6(a) are (1) the unaudited pro forma balance sheet of the Business as of December 31, 2006 and December 31, 2007, and the related unaudited pro forma statements of operations and cash flows of the Business for the 12-month periods then-ended, and (2) the unaudited pro forma balance sheet of the Business as of October 31, 2008 (the "Balance Sheet Date", and such balance sheet, the "Latest Balance Sheet"), and the related unaudited pro forma statements of operations and cash flows of the Business for the 10-month period then-ended, in each case, including the notes thereto (if any) and any other information included therein, and prepared by Vendors (collectively, the "Interim Financial Statements"). The Interim Financial Statements were prepared in accordance with GAAP and fairly present the financial position and assets and liabilities of the Business as of the dates thereof and the results of operations and cash flows of the Business for the period ending October 31, 2008, except for the absence of footnotes and normal year-end adjustments, which will not be material.

(b) The Inventory and all inventories of raw materials, work-in-process, finished goods, packaging materials, parts, accessories and miscellaneous inventories, wherever located, related to the Saskatchewan Subsidiary (collectively, the "Business Inventory"): (1) consist of all raw material, work-in-process, finished goods, packaging materials, parts, accessories and miscellaneous inventories owned or used by Vendors and/or the Saskatchewan Subsidiary in connection with its conduct of the Business, (2) are carried on the books of ARP or the Saskatchewan Subsidiary, as the case may be, in the aggregate at the lower of their cost or market value (determined on a first-in, first-out (FIFO) basis) and (3) and are of a quality and quantity usable and salable at customary gross margins in the ordinary course of business; provided, that all damaged, obsolete and slow-moving Business Inventory has been written down to its net-realizable value. All Business Inventory is owned free and clear of all Liens and, except as set forth on Schedule 4.6(b), is located at a facility listed on Schedule 4.10(b) or at the facilities of the Saskatchewan Subsidiary. The Business has no outstanding sales on consignment, sales on approval, sales on return or guaranteed sales.

(c) The Accounts Receivable reflected on the Latest Balance Sheet or arising after the Balance Sheet Date arose in the ordinary course of business and represent bona fide claims against debtors for sales made, services performed or other charges arising on or before the Closing Date, and all of the goods delivered and service performed that give rise to such accounts were delivered or performed in all material respects in accordance with applicable orders, Contracts or customer requirements. The amounts due, or to become due, in respect of such Accounts Receivable are not in dispute and there are no setoffs or counterclaims asserted, and payment will not be contingent upon the fulfillment of any other agreement, past or future, except to the extent provision is made therefor in the Interim Financial Statements. All reserves with respect to the Accounts Receivable are adequate and consistent in extent with reserves previously maintained by Vendors in the ordinary course of business.

4.7 Absence of Certain Developments. Since January 1, 2008, except as expressly contemplated by this Agreement or as set forth in Schedule 4.7: (a) Vendors have conducted the Business, and the Saskatchewan Subsidiary has conducted its business, in the ordinary course of business; (b) there exists no state of facts and there has not occurred any event which has caused or would be reasonably expected to result in a Material Adverse Effect (provided, that any adverse change, effect, event or occurrence arising from or related to conditions generally affecting the North American economy or the railway industry during such period will not by itself constitute an "Material Adverse Effect" except to the extent that such conditions have an impact on the Business adversely disproportionate to the impact of such conditions on other companies engaged in the Business); and (c) Vendors have not taken, or agreed to undertake, any of the following actions: (1) sold, transferred, leased or otherwise disposed of any of the assets related to the Business, other than sales of Inventory in the ordinary course of business and sales of "excess" or "obsolete" equipment with an aggregate book value for all such equipment in excess of $50,000); (2) permitted, allowed or suffered any of the Purchased Assets to become subjected to any Lien (except Liens to be discharged in connection with the closing of the transactions contemplated hereby); (3) adopted a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or other reorganization of the Business; (4) entered into any agreement or arrangement with any Affiliate of a Vendor (other than Saskatchewan Subsidiary) with respect to the Purchased Assets or the conduct of the Business; (5) managed, collected or paid Accounts Receivable, Accounts Payable, Inventory or customer credits relating to the Business in any manner other than the ordinary course of business; (6) entered into any (i) employment or consulting Contract relating primarily to the Business or (ii) any other Contract (other than supplier, vendor and customer Contracts entered into in the ordinary course of business) relating primarily to the Business either involving consideration in excess of $25,000 under each such Contract or $50,000 under such Contracts in the aggregate (other than the renewal of existing Contracts on substantially similar terms) or outside the ordinary course of business, excluding those Contracts which are fully performed by a Vendor prior to the Closing Date or which are cancelable by a Vendor within 90 days after notice without penalty; (7) accelerated, terminated, materially modified or amended or canceled any Business Contract involving consideration in excess of $25,000 under each such Business Contract or $50,000 under such Contracts in the aggregate; (8) made any change in any method of accounting or accounting practice or policy applicable to the Purchased Assets or the Business other than those required by GAAP; (9) revalued any portion of the Purchased Assets, including any write-down of the value of inventory or other assets or any write-off of notes or accounts receivable other than as provided by GAAP; (10) granted to any Business Employee (as defined in Section 4.14(a)) any increase in compensation or benefits; (11) adopted or amended in any material respect any employee benefit plan in which Business Employees participate; (12) made any loan or advance to any Business Employee; (13) transferred to or from the Business any employees from or to, respectively, Vendors or any of their Affiliates; (14) made or incurred any capital expenditure (including for production tooling) relating to the Business that (i) is not reflected in the Interim Financial Statements or (ii) if in excess of $25,000, was not approved by Purchaser, or failed to make any such expenditures that are necessary and sufficient to maintain or, to the extent budgeted in the most recent capital budget relating to the Purchased Assets, improve the condition of the Purchased Assets; (15) materially changed any of the policies material to the Business, including advertising, marketing, pricing, purchasing, personnel, sales, returns, budget or product acquisition policies; or (16) waived any right of value material to the Business.

4.8 No Undisclosed Liabilities. To Vendors' Knowledge, except to the extent reflected or reserved against on the Latest Balance Sheet, Vendors have no liabilities or obligations with respect to the Business of any nature whatsoever (direct or indirect, matured or unmatured, absolute, accrued, contingent or otherwise) except for: (a) trade accounts payable incurred in the ordinary course of business after the Balance Sheet Date and not discharged since the Balance Sheet Date and (b) obligations under the executory portion of any Business Contract or Permit.

4.9 Contracts.

(a) Schedule 4.9(a) contains a true and complete list of the following Contracts, copies of which have been made available to Purchaser: (1) Contracts for the purchase or sale of assets, products or services related to the Business; (2) sole source supply Contracts for the purchase of Inventory that is otherwise not generally available and that is used in the manufacture of a product of the Business; (3) requirements or take-or-pay Contracts related to the Business; (4) Contracts pursuant to which a Vendor grants to any person the right to market, distribute or resell anywhere in the world any product of the Business, or to represent a Vendor with respect to any such product, or act as agent for a

14

Vendor in connection with the marketing, distribution or sale of any product of the Business; (5) Contracts for the lease of Equipment; (6) Contracts related to the Business containing a covenant that restricts a Vendor from engaging in any line of business or competing with any person; (7) confidentiality or nondisclosure Contracts that bind a Vendor and are related to the Business; (8) Contracts under which a Vendor has imposed or granted a Lien on any of the Purchased Assets; (9) employment, consulting or independent contractor Contracts related to the Business, other than unwritten at-will employment Contracts; (10) Contracts restricting the employment of any employee or independent contractor of the Business (including non-solicitation or non-compete agreements); (11) sales commission agreements and similar Contracts related to the Business providing for payments to any person based on sales, purchases, or profits, other than direct payments for goods; (12) warehouse, storage, transportation or distribution Contracts, in each case related to the Business; (13) any joint venture, partnership or other Contract involving a sharing of profits, losses, costs or liabilities of the Business with any other person; (14) Contracts under which any Vendor has borrowed money from, established a line of credit with, or issued any note, bond, debenture or other evidence of indebtedness to, any person in connection with the Business; (15) Contracts under which any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of any Vendor, or any Vendor has directly or indirectly guaranteed indebtedness, liabilities or obligations of any person, in each case in connection with the Business; (16) currency exchange, interest rate, commodity exchange or similar Contracts, in each case related to the Business; (17) Contracts for capital expenditures relating to the Business, other than (i) capital expenditures that have been approved by Purchaser or (ii) which involve or are reasonably likely to involve consideration of not more than $25,000 in the aggregate; (18) Contracts related to the Business with any governmental authority; (19) Contracts with any director, officer, employee or Affiliate of a Vendor and related to the Business, other than payments of compensation for employment to employees in the ordinary course of business and participation in employee benefit plans by employees; and (20) performance, bid or completion bonds, or surety or stand-alone indemnification Contracts made by a Vendor in favor of a third party, in each case related to the Business.

(b) Each Contract required to be set forth on Schedule 4.9(a) and each of the Contracts set forth on Schedule 4.10(b), Schedule 4.11(c), Schedule 4.11(d) and Schedule 4.13(a) is in full force and effect in all material respects and constitutes the legal, valid and binding obligation of one of the Vendors and, to Vendors' Knowledge, each other party thereto, enforceable in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally and to general equitable principles. Except as disclosed in Schedule 4.9(b), (i) each such Contract is assignable to Purchaser and will continue to be valid, existing and in full force and effect on identical terms immediately following the consummation of the transactions contemplated by this Agreement and (ii) no Vendor nor, to Vendors' Knowledge, any other party to such Contract is in material breach of or default under such Contract, and no event has occurred which with notice or lapse of time would constitute a material breach or default by either Vendor, or, to Vendors' Knowledge, any other party to such Contract, or permit termination, modification or acceleration by any other party under such Contract.

4.10 Real Property.

(a) No Vendor nor any of their respective Affiliates owns any real property used in connection with the Business.

(b) Schedule 4.10(b) contains a true and complete list of all real property leased or subleased by or to a Vendor and used in connection with the Business (the "Leased Real Property") and each real estate lease and sublease pursuant to which a Vendor is a party (the "Real Estate Leases"). Vendors have delivered or made available to Purchaser true and complete copies of each of the Real

Estate Leases, and all amendments or modifications thereto. No Vendor has assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in any Real Estate Lease. No landlord or any other party to any Real Estate Lease has given notice of its intent to terminate any Real Estate Lease, and, to Vendors' Knowledge, there are no pending condemnation, expropriation, eminent domain or other similar proceedings affecting the Leased Real Property. No notice from any governmental authority has been received concerning the possible imposition of any special assessments on the Leased Real Property, and the Leased Real Property is not now subject to any special assessments.

4.11 Intellectual Property.

(a) "Intellectual Property" means any and all (1) patents, (2) trademarks, service marks, trade names, certification marks, collective marks, d/b/a's, symbols, brand names, trade dress, slogans, logos and internet domain names, and other indicia of origin, (3) inventions, discoveries, ideas, processes, formulae, designs, models, industrial designs, know-how, confidential and/or proprietary information, trade secrets, customer lists and confidential information, whether or not patented or patentable, (4) copyrights, writings and other copyrightable works and works in progress, databases and software, (5) all other intellectual property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature or having similar effect in any jurisdiction throughout the world, (6) all registrations and applications for registration of any of the foregoing, (7) any renewals, extensions, continuations, continuations-in-part, modifications, divisionals, reexaminations or reissues or equivalent or counterpart of any of the foregoing in any jurisdiction throughout the world and (8) all other intellectual property or proprietary rights and claims or causes of actions arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof. The term "Business IP" means any Intellectual Property owned or used by the Vendors in the conduct of the Business. The term "IT Systems" means electronic data processing, information, recordkeeping, communications, telecommunications, account management, inventory management and other computer systems (including all computer programs, software, databases, firmware, hardware and related documentation) and internet websites and related content.

(b) Schedule 4.11(b) sets forth a true and complete list of the following Business IP: (1) utility patents and applications for such Business IP; (2) design patents and applications for such Business IP; (3) utility models and applications for such Business IP; (4) registered trademarks, registered trade names and registered service marks, applications for such Business IP and material unregistered trademarks and service marks; (5) registered copyrights and applications for such Business IP; and (6) domain names and domain name registrations. Schedule 4.11(b) identifies the record and beneficial owner of each item listed thereon and, in the case of patents, registrations and applications, the application, patent or registration number and date. The Business IP set forth on Schedule 4.11(b) is owned by ARP free and clear of all Liens, and except for fees and costs required to prosecute and maintain such Business IP in effect, ARP is not obligated to make any payments of any kind in respect thereof.

(c) Schedule 4.11(c) sets forth a true and correct list of all Business IP (other than computer software) (1) licensed by or to either Vendor or (2) which is otherwise the subject of a Contract (including consent and settlement agreements). Vendors have made available to Purchaser true and complete copies of all Contracts listed on Schedule 4.11(c)

(d) Schedule 4.11(d) sets forth a true and correct list of all computer software included in the Business IP other than (1) Desktop Software and (2) software and firmware in or used to control or operate any of the machinery or equipment of the Business. "Desktop Software" means any third-party computer software that is licensed for use on desktop or laptop "PC-class" computers or related local area network servers other than by a written agreement executed by the licensee, and

5

includes software licensed by shrink wrap or click wrap licenses, the Microsoft Windows class of operating system software, and Microsoft Office or similar office productivity software (including individual programs contained therein). To Vendors' Knowledge, it is in compliance in all material respects with the provisions of any license, lease or other similar agreement pursuant to which a Vendor has rights to use Desktop Software, and no suit, action, reissue, reexamination, public protest, interference, arbitration, mediation, opposition, cancellation, Internet domain name dispute resolution or other proceeding (collectively, "IP Suit") has been threatened in writing, decided or is pending concerning same. Vendors have made available to Purchaser true and complete copies of all Contracts listed on Schedule 4.11(d).

(e) All Business IP which is issued, registered, renewed or the subject of a pending application ("Registered") is subsisting. To Vendors' Knowledge, all Registered Business IP is valid and enforceable. To Vendors' Knowledge, no such Business IP has been abandoned, canceled or adjudicated invalid (excepting any expirations in the ordinary course), or is subject to any outstanding order, judgment or decree restricting its use or adversely affecting or reflecting a Vendor's rights thereto. Any Business IP which is material to the Business as currently conducted has been Registered.

(f) To Vendors' Knowledge, no IP Suit is pending concerning the Business IP, including its enforceability or validity, or any claim or position that the use of any Business IP or the operation of the Business (or any portion thereof) has violated any Intellectual Property rights. To Vendors' Knowledge, no such IP Suit has been threatened in writing or asserted that has not been resolved as of the Closing Date. To Vendors' Knowledge, no valid basis for any such IP Suits or claims exists. The operation of the Business does not infringe, misappropriate or otherwise violate or conflict with the Intellectual Property of any third party. To Vendors' Knowledge, no person is violating any Business IP.

(g) Vendors own or otherwise hold valid rights to use all material Business IP (and, to Vendors' Knowledge, all Business IP) used or contemplated to be used in the Business, and the consummation of the transactions contemplated by this Agreement will not conflict with, alter or impair any such rights or entitle any other party to terminate or modify any such Contract with respect thereto. Except as set forth in Schedule 4.11(g), all such rights are fully assignable by Vendors to any person, without payment, consent of any person or other condition or restriction.

(h) As of the Closing Date, Vendors have timely made all filings and payments with the appropriate foreign and domestic agencies required to maintain in subsistence all Registered Business IP set forth on Schedule 4.11(b). To Vendors' Knowledge, except as set forth on Schedule 4.11(h), a Vendor is the owner of record of any Registered Business IP, and has properly executed and recorded in appropriate government offices all documents necessary to perfect its title to such Business IP.

(i) The material IT Systems, and, to Vendors' Knowledge, all IT Systems, owned by or licensed to Vendors are adequate in all material respects for their intended use and for the operation of the Business as currently operated, and are in good working condition (normal wear and tear excepted).

(j) Any Intellectual Property related to the Business which has been created by any independent contractor or other third party for Vendor, other than intellectual property owned by third parties and licensed to a Vendor pursuant to license agreements described in Schedule 4.11(c) or Schedule 4.11(d), is the subject of a proper written assignment and/or work made for hire agreement prescribing that a Vendor is the owner of such intellectual property.

4.12 Equipment; Title to and Sufficiency of Assets. Schedule 4.12 sets forth a true and complete list, as of October 31, 2008, of all Equipment which is material to the conduct of the

Business, whether on or off the books of Vendors, and a list of motor vehicles owned by Vendors and used in the conduct of the Business. The Equipment listed on Schedule 4.12 is in good condition and working order (reasonable wear and tear excepted) and suitable for the operation of the Business as currently being conducted. ARP has good, valid and marketable title (subject to no Liens or claims of whatever nature, except Liens to be discharged in connection with the Closing) to all of the Purchased Assets. The Purchased Assets and the Shares include all assets, properties, rights, Intellectual Property, IT Systems, Contracts and claims necessary to conduct the Business as presently conducted.

4.13 Employee Benefits.

(a) Schedule 4.13(a) contains a list of each employee benefit plan, including each employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), each deferred compensation, bonus, severance, stock option, restricted stock, performance share, phantom stock or incentive plan, profit sharing, supplemental retirement, employment agreement, severance or retention agreement, medical, hospitalization, life, disability or other insurance plan, vacation, paid time off and salary continuation arrangement, or other employee benefit or fringe benefit program, agreement arrangement or policy, in each case which is or has been maintained for any Business Employee or to which a Vendor has made or was required to make contributions for any Business Employee, at any time during the three-year period ending on the Closing Date (each a "Benefit Plan", and collectively, the "Benefit Plans").

(b) Vendors have made available to Purchaser (1) a copy of each Benefit Plan and of any related trust, including all summary plan descriptions, summaries and descriptions furnished to participants and beneficiaries, (2) a written description of any Benefit Plan that is not otherwise in writing, and (3) with respect to Benefit Plans that are qualified plans under Section 401(a) of the Code, the most recent determination letter for each such Benefit Plan. Nothing has occurred since the date of such determination that would adversely affect such determination or the qualified and tax exempt status of such Benefit Plan.

(c) Vendors have performed all of their material obligations under all Benefit Plans. All of the Benefit Plans are in material compliance with ERISA, the Code and other applicable laws and related regulations and interpretations, and with the terms of all applicable plan documents.

(d) Vendors do not maintain or contribute to, and has not maintained or contributed to, any plan that is subject to Title IV of ERISA, any voluntary employees' beneficiary association under Code Section 501(c)(9), or any multiemployer plan as defined in ERISA 3(37).

4.14 Employees and Labor.

(a) Schedule 4.14(a) sets forth a true and complete list of the names, hire dates, current salary and/or wage rates, bonus entitlement, titles and active or inactive status of all present employees of the Business (each such person being referred to as an "Business Employee"). To Vendors' Knowledge, no Business Employee intends to terminate employment with a Vendor prior to or following the Closing. Since January 1, 2008, no Vendor has transferred or assigned any employee whose services were related to the Business prior to such transfer or assignment to any other business of such Vendor or any of its Affiliates.

(b) Vendors have complied in all material respects with all laws relating to the employment of labor with respect to the Business Employees, including any provisions thereof relating to (1) wages and hours and bonuses and commissions; (2) unlawful, wrongful, or retaliatory or discriminatory employment or labor practices; (3) occupational health and safety standards; (iv) plant closing, mass layoff, immigration, workers' compensation, unemployment compensation, whistleblower laws, driver regulations, and other employment laws, regulations and ordinances. Vendors are in compliance with the Immigration Reform and Control Act of 1986 and maintains a current Form I-9, as required by such Act, in the personnel file of each employee hired after November 9, 1986.

(c) Except as set forth in Schedule 4.14(c), the employment of each Business Employee is terminable at will without cost to a Vendor except for the payment of accrued salaries or wages and vacation pay.

(d) All independent contractors who have worked for a Vendor at any time are and have been properly classified as independent contractors pursuant to all applicable regulations.

4.15 Insurance. Schedule 4.15 is a true and complete list of all insurance policies in force with respect to the Business or any of the Purchased Assets (the "Insurance Policies"), specifying the type of coverage, the amount of coverage, the premium, the insurer and the expiration date of each such policy. Copies of (1) all such policies and pending applications, if any, and (2) a summary of the loss experience of Vendors for the last three years under such policies have been made available to Purchaser. No notice of cancellation or termination of any insurance policy listed in Schedule 4.15 has been received by Vendors with respect to any such policy, and each such policy is legally valid, binding, enforceable and in full force and effect.

4.16 Taxes.

(a) Vendors have (1) filed (or has had filed on its behalf) on a timely basis including proper extensions, all Tax Returns as required to be filed by it in connection with the Business, and all such Tax Returns reflect accurately all material liability for Taxes of Vendors and are true and complete in all material respects, and (2) paid all Taxes due and owing by Vendors (whether or not shown on any Tax Return) in connection with the Business.

(b) No federal, state, local or foreign audits, examinations or other proceedings are pending, or to Vendors' Knowledge threatened, with regard to any Taxes or Tax Returns of Vendors related to the Business, and Vendors have not, within the past 12 months, been contacted by, and are not currently corresponding with, any state or local government with respect to its requirement to file Tax Returns or to pay any Taxes with respect to the Business. There are no outstanding written requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes or deficiencies against Vendors relating to the Business.

(c) All material Taxes that Vendors are required by law to withhold or collect in connection with the Business, including sales and use Taxes and amounts required to be withheld for Taxes of Business Employees, independent contractors, creditors, stockholders or other third persons have been duly withheld or collected and, to the extent required, have been paid over to the proper governmental authority or are held separately or reserved for such purpose.

(d) Vendors are not a party to any agreement, contract, arrangement or plan that has resulted or could result, separately or in the aggregate, in the payment any "excess parachute payment" within the meaning of Code Section 280G (or any corresponding provision of state, local or foreign Tax law) with respect to any Business Employee.

(e) There are no Liens for Taxes upon the Purchased Assets, except Liens for Taxes not yet due and payable and Liens for Taxes that are being contested in good faith.

(f) For purposes of this Agreement: (1) "Taxes" means any and all taxes, charges, fees, levies or other assessments, including net income, gross receipts, excise, real or personal property, sales, withholding, social security, occupation, use, service, service use, value added, license, net worth, payroll, franchise, transfer, recording, gross income, alternative or add-on minimum, environmental, goods and services, inventory, capital stock, profits, single business, employment, severance, stamp, unemployment, customs and duties taxes, fees and charges, imposed by any taxing authority (whether domestic or foreign including any state, local or foreign government or any subdivision or taxing agency thereof), whether computed on a separate, consolidated, unitary, combined or any other basis; and such term will include any interest, penalties or additional amounts attributable to, or imposed upon, or with respect to, any such taxes, charges, fees, levies or other assessments; and (2) "Tax Return" means any report, return, document, declaration or other information or filing required to be supplied to any taxing authority or jurisdiction (foreign or domestic) with respect to Taxes.

4.17 No Litigation. There are no claims, actions, suits, proceedings or notices of investigations or violations or legal, administrative or arbitration proceedings or settlements or consent decrees pending or, to Vendors' Knowledge, threatened against a Vendor against or affecting the Business or any Purchased Assets at law or in equity or admiralty or before any governmental authority which involve any claim (a) in excess of $25,000 individually or in the aggregate or seeking injunctive or other equitable relief that, if determined adversely to a Vendor, could materially adversely affect the Purchased Assets or the Business, (b) for products liability in excess of $25,000 individually or in the aggregate or (c) which, if decided adversely to a Vendor, would prohibit the transactions contemplated by this Agreement or which is reasonably likely to have a material adverse effect on Vendors' ability to consummate the transactions contemplated by this Agreement. Neither Vendor is bound by any outstanding orders, awards, judgments, writs, injunctions or decrees of any arbitrator or governmental authority involving or affecting the Business or the Purchased Assets.

4.18 Product Liability. In connection with the conduct of the Business and in each case to Vendor's Knowledge, (a) there are no events, conditions, circumstances, activities, practices, incidents, actions, omissions or plans which might reasonably be expected to give rise to any material liability or obligation or otherwise form the basis of any material claim based on or related to any product or service that is or was designed, manufactured, serviced, distributed or sold by Vendors or any service provided or allegedly provided by or on behalf of Vendors, and (b) all services, including the related products, sold or delivered by Vendors or any services provided by Vendors materially complied with applicable law, the Permits and applicable industry and customer standards, and there have not been, and there are no, material defects or deficiencies in such services or products. Schedule 4.18 sets forth a summary of all product liability claims (whether or not covered by insurance) against Vendors relating to products of the Business since January 1, 2006.

4.19 Environmental, Health and Safety Matters.

(a) Vendors are conducting, and at all times have conducted, the Business in material compliance with all Environmental Laws. Neither Vendor has received any written notice from any governmental authority or any other person regarding any noncompliance or violation with any Environmental Law relating to the Business or the Leased Real Property. To Vendors' Knowledge, there is no present or ongoing investigation, review or proceeding by any governmental authority that could reasonably be expected to result in a notice of non-compliance or violation with any Environmental Law and there is no event, omission or condition, that could reasonably be expected to result in a notice of non-compliance or violation from a governmental authority or other person, in each case, relating to the Business or the Leased Real Property. There are no pending or, to Vendors' Knowledge, threatened Environmental Claims against either Vendor relating to the Business or the Leased Real Property, and there are no pending or, to Vendors' Knowledge, threatened claims by Business Employees, former

17

employees or contractors against third parties arising from exposure to substances in the workplace of Vendor.

(b) To Vendors' Knowledge, no site or property to or at which either Vendor transported or disposed, or arranged for the transportation or disposal, of a Hazardous Substance in connection with the Business is currently undergoing investigation, remediation or other Hazardous Substance response action, and no such site or property is currently listed on or, to Vendors' Knowledge, proposed for listing on the United States Environmental Protection Agency's National Priorities List or any other similar governmental authority list, schedule or log of properties or sites that require or could require investigation, remediation or other Hazardous Substance response action. No Hazardous Substance is or has been stored, transported, disposed, treated, generated, released or managed by Vendors in connection with the Business. To Vendors' Knowledge, there have been no releases, discharges or emissions of any Hazardous Substance from any tank, pump, filter or other equipment while owned, operated or leased by a Vendor that require or necessitate any investigation, remediation or other environmental response action under any Environmental Law.

(c) For the purposes of this Agreement: (1) "Environmental Claims" means any and all administrative, regulatory or judicial actions, causes of action, suits, proceedings, investigations, requests or demands for information or documents, including requests for information under any Environmental Law, decrees, judgments, demands, demand letters, orders, claims, liens, notices of violation or noncompliance, in each case, arising under any Environmental Law, or arising from the actual or alleged presence, release or threatened release of or exposure to or damage caused by any Hazardous Substance, including contract claims arising under leases and claims involving liability in tort, strict, absolute or otherwise, including, regardless of merit, any and all claims for or relating to: (i) enforcement, assessment, evaluation, investigation, mitigation, cleanup, removal, remediation or other response activities; (ii) damages, contribution, indemnification, cost recovery, compensation or injunctive or declaratory relief, (iii) personal injury, property damage or reduction in property value relating to or arising from exposure to or a release of any Hazardous Substance; (iv) injury to or threat of injury to human health, safety, natural resources or the environment, or (v) fines, penalties, fees (including legal and consultant fees), losses, liens, liability, costs of investigation or proceedings; (2) "Environmental Laws" means all federal, state, local, laws, statutes, ordinances, codes, rules, regulations, administrative policies, publicly available guidance documents, and judicial decisions relating to or regulating (i) human or occupational health or safety, (ii) industrial hygiene or environmental conditions, (iii) the use, generation, transportation, storage, distribution in commerce or disposal of hazardous or toxic substances, materials, and wastes, (iv) the protection of the environment or natural resources, or (v) pollution or contamination of the air, soil, surface water or groundwater, and includes the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, and the Clean Air Act, 42 U.S.C. § 7401-7671q, similar state statutes, and regulations relating to or implementing such federal and state statutes; and (3) "Hazardous Substances" means any substance or material that is considered, described, characterized or listed as a toxic or hazardous substance, waste or material, or pollutant or a contaminant, an infectious waste, or other word of similar import, in or under any of the Environmental Laws, and any or chemical, substance, material or compound that is otherwise subject to regulation, prohibition, control or remediation under any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products (including gasoline, diesel fuel and the constituents thereof), waste or used petroleum oils, methyl tertiary-butyl ether, polychlorinated biphenyls, styrene, acetone, urea formaldehyde, radon gas and radioactive matter.

4.20 Product Warranties. Except as set forth in Schedule 4.20, (a) neither Vendor has made any written or, to Vendors' Knowledge, oral, warranties with respect to products of the Business sold prior to the date of this Agreement which are in force as of the date of this Agreement; and (b) there are no claims asserting product or service defects pending, or, to Vendors' Knowledge, anticipated or threatened against a Vendor with respect to the products or services of the Business prior to the date of this Agreement. Schedule 4.20 sets forth (x) a summary of all warranty claims relating to the Business in individual amounts greater than $25,000, including a description, in all material respects, the alleged defect which resulted in such warranty claim, and (y) a summary of costs and expenses for warranty claims of the Business for each calendar year commencing January 1, 2006 and for the current year through the Balance Sheet Date.

4.21 Compliance with Laws; Permits. The conduct of the Business by Vendors is and has at all times been in material compliance with all laws applicable to them or to the conduct of the Business or the ownership or use of any of the Purchased Assets. Schedule 4.21 contains a list of each Permit (a) currently issued to Vendors and related to the Business or (b) required for Vendors to lawfully conduct and operate the Business in the manner it currently conducts and operates such Business or to permit it to own and use the Purchased Assets in the manner it currently owns and uses them. Each such Permit is in full force and effect to the extent necessary to operate the Business as presently conducted. Vendors are in material compliance with all of the terms and requirements of each such Permit, and no proceedings are pending or, to Vendors' Knowledge, threatened, that could result in the revocation or limitation of any Permit.

4.22 Related Party Transactions. Except as set forth in Schedule 4.22, no member, manager, officer or employee of a Vendor or any of their Affiliates owns, in whole or in part, or provides or causes to be provided to a Vendor, any assets, services or facilities of a Vendor used in connection with the Business or has any contractual relationship with the Business (except for employment Contracts required to be disclosed pursuant to Schedule 4.9(a).

4.23 Customers and Suppliers. To Vendors' Knowledge, the relationships of Vendors with the top 20 customers and top 20 suppliers of the Business are good commercial working relationships. Neither Vendor has received written notice to the effect that any such customer or supplier intends to (a) cease or materially decrease purchasing from, contracting with, selling to or dealing with Vendors, as such customer or supplier has purchased from, contracted with, sold to or dealt with Vendors in the past; (b) materially adversely modify its relationship with Vendors, or (c) materially alter any purchases, contracts, sales or dealings with Vendors in the event of the consummation of the transactions contemplated hereunder. To Vendors' Knowledge, no such customer or supplier intends to cancel or otherwise substantially modify its relationship with Vendors or to decrease materially or limit its services or supply of materials to Vendors, or its usage or purchase of the services of Vendors, in each case with respect to the Business.

4.24 Brokers and Finders. No Vendor nor any their respective officers, directors or employees has employed any broker, investment banker, intermediary, finder or firm acting on behalf of Vendor or incurred any liability for any brokerage fees, commissions, finders' fees or similar fee, directly or indirectly, in connection with this Agreement or the transactions contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Vendors as follows:

5.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 Authorization; Valid and Binding Agreement. Purchaser has full power and authority to execute, deliver, and perform its obligations under this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated by this Agreement and by the Ancillary Agreements. The execution, delivery, and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements have been duly and validly authorized by all necessary corporate action on the part of Purchaser, and no other approval on the part of Purchaser is necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements and the transactions contemplated by this Agreement and by the Ancillary Agreements. Each of this Agreement and the Ancillary Agreements constitutes the valid and binding agreement of Purchaser, enforceable in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

5.3 No Violations. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements (a) violates or will violate the certificate of incorporation or bylaws of Purchaser, (b) violates, conflicts with, constitutes or will constitute a breach or violation of any term or provision of, or a default under, acceleration, termination or modification of the terms of, or entitle any party to declare such a default, or to accelerate, terminate or modify the terms of or under (in each case with or without notice or lapse of time or both), any provision of any Contract to which Purchaser is a party, or by which it or its assets and properties are or may be bound or affected, (c) violates or will violate, or conflict with any law, statute, ordinance, rule, regulation, order, writ, injunction, decree, judgment, award or other order of any governmental authority having jurisdiction over Purchaser, (d) violates any material Permit from any governmental authority issued to Purchaser or required for Purchaser to lawfully conduct and operate its business in the manner it currently conducts and operates such business or to permit it to own and use their assets in the manner they currently own and use them, or (e) results in the creation or imposition of any Liens with respect to any of the assets or properties of Purchaser.

5.4 No Litigation. There are no claims, actions, suits, proceedings or notices of investigations or violations or legal, administrative or arbitration proceedings or settlements or consent decrees pending or, to Purchaser's knowledge, threatened against Purchaser which, if decided adversely to Purchaser, would prohibit the transactions contemplated by this Agreement or which is reasonably likely to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement.

5.5 Consents. No notices, reports, registrations or other filings are required to be made by Purchaser with, nor are any consents, approvals or authorizations required to be obtained by Purchaser from, any governmental authority or any other person in connection with the execution, delivery or performance by Purchaser of this Agreement or any Ancillary Agreement.

5.6 Brokers and Finders. Neither Purchaser nor any of its officers, directors or employees has employed any broker, investment banker, intermediary, finder or firm acting on behalf of Purchaser or incurred any liability for any brokerage fees, commissions, finders' fees or similar fee, directly or indirectly, in connection with this Agreement or the transactions contemplated by this Agreement.

ARTICLE VI
CERTAIN AGREEMENTS

6.1 Further Assurances. From and after the Closing, as and when requested by any party, each party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, at the requesting party's expense, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement. From and after the Closing, Vendors and their respective Affiliates will promptly deliver to Purchaser any cash or other property received directly or indirectly by any of them with respect to (a) accounts receivable of the Business arising after the Closing Date or (b) Accounts Receivable except for any cash or property received in satisfaction of any Accounts Receivable that have been written off as set forth in the Final Report, in which case such cash or property will be for the sole account of the Vendors and the Purchaser shall deliver such cash or property to the Vendors in accordance with Section 2.3(f).

6.2 Confidentiality.

(a) Effective upon the Closing, the Confidentiality and Standstill Agreement dated June 20, 2008 between Airboss and Amsted Industries Incorporated will terminate and will be of no further force or effect.

(b) As used herein, the term "Confidential Information" includes any and all non-public information of Vendors, on the one hand, or Purchaser (including non-public information about the Business), on the other hand, that has been disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by either party or its representatives (a "Disclosing Party") to another party or its representatives (a "Receiving Party"), including:

(1) all information that is a trade secret under applicable trade secret or other law;

(2) all information concerning product specifications, data, know how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;

(3) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and

19

(4) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

With respect to Purchaser as the Receiving Party, information is not "Confidential Information" (x) if such information was known to Purchaser prior to the disclosure of such information to Purchaser by Vendors, from a source not known by Purchaser to be under an obligation of confidentiality to the Disclosing Party, (y) to the extent such information relates to the Purchased Assets, the Business or the Assumed Liabilities or (z) if such information becomes known generally otherwise than through breach of this Agreement. With respect to either Vendor as the Receiving Party, information is not "Confidential Information" (i) if such information (other than information relating to the Purchased Assets, the Business or the Assumed Liabilities) was known to such Vendor prior to the disclosure of such information to such Vendor by Purchaser, from a source not known by such Vendor to be under an obligation of confidentiality to the Disclosing Party or (ii) if such information becomes known generally otherwise than through breach of this Agreement.

(c) Any trade secrets of a Disclosing Party will also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will still be considered Confidential Information of that Disclosing Party to the extent included within the definition of that term.

(d) Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information (i) will be kept confidential by the Receiving Party; (ii) will not be used for any reason or purpose other than in connection with the transactions contemplated herein; and (ii) without limiting the foregoing, will not be disclosed by the Receiving Party to any person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of Vendors with respect to Confidential Information of Vendors or an authorized representative of Purchaser with respect to Confidential Information of Purchaser. Each of Purchaser and Vendors will disclose the Confidential Information of the other party only to its representatives who require such material for the purpose of consummating the transactions contemplated hereby and are informed by Purchaser or Vendors, as the case may be, of the confidentiality obligations herein.

(e) In the event that a Receiving Party is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information of the Disclosing Party, such party will give the other party prompt written notice of such request or requirement so that the Receiving Party may seek an appropriate protective order or other remedy or waive compliance with the provisions of this Section 6.2, and the Receiving Party will reasonably cooperate with the Disclosing Party to obtain such protective order upon the Disclosing Party's request and at the Disclosing Party's expense. If, in the absence of a protective order or the receipt of a waiver hereunder, a Receiving Party or any of its respective Affiliates is nonetheless compelled to disclose Confidential Information to or at the direction of any governmental authority or else stand liable for contempt or suffer other censure, penalty or adverse consequences, such person may disclose such specifically requested Confidential Information to or at the direction of such governmental authority only after first notifying Disclosing Party.

(f) The parties will consult with each other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby and, except as required by any applicable law or regulatory requirement, none of them will issue any such press release or make any such public announcement without the prior written consent of the others, which consent will not be unreasonably withheld or delayed.

(g) Prior to any public announcement of the transactions contemplated hereby pursuant to Section 6.2(f), none of the parties will disclose this Agreement or any aspects of such transaction except to its board of directors, its senior management, its legal, accounting, financial or other professional advisors, or as may be required by any applicable law or any regulatory authority or stock exchange having jurisdiction.

6.3 Non-Competition.

(a) For a period of five years from the Closing Date, neither Vendor will, and Vendors will cause their respective Affiliates not to, directly or indirectly, engage in or own, manage, operate, join, control or participate in the ownership, management, operation or control, or provide products or services to or for, or provide financial or other assistance to, any person in the design, manufacture, marketing, distribution or sale of railway track fastening devices of the type that have been designed, manufactured, marketed or sold by Vendors within the 12-month period immediately prior to the Closing or under development as of the Closing Date ("Competing Business"). Notwithstanding the preceding sentence, nothing in this Section 6.3 will prohibit, limit or restrict (1) the ownership solely for investment purposes of less than five percent of the stock of a publicly-held corporation whose stock is traded on a national securities exchange and who engages in a Competing Business or (2) Airboss or any of its Affiliates from supplying rubber molded products and rubber compounds to customers involved in the same industry as the Business, including the supply by Airboss or any of its Affiliates of rubber parts of any description supplied as of the Closing Date to locomotive manufacturers and rubber compounds supplied to rail-seal manufacturers.

(b) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 6.3 is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability will have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(c) Vendors agree that Purchaser and its Affiliates may suffer irreparable harm from a breach of any of the covenants and/or agreements contained in this Section 6.3. In the event of an alleged breach by a Vendor or any of its Affiliates of any of the provisions of this Section 6.3, Purchaser or its Affiliates may, in addition to all other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance, injunctive or other relief in order to enforce or prevent any violations of the provisions of this Section 6.3.

6.4 Business Records.

(a) After the Closing, Vendors will afford Purchaser and its attorneys, accountants, officers and other representatives reasonable access, during normal business hours, to the books and records of Vendors and their Affiliates to the extent related to the Business but not included in the Purchased Assets as the same existed prior to Closing (and will permit such persons to examine and copy such books and records to the extent reasonably requested by such person), and will cause its directors, officers and employees of the to furnish all information reasonably requested by Purchaser, in connection with financial reporting and Tax matters (including financial and Tax audits and Tax contests), third-party litigation and other similar business purposes. For a period of seven years after the Closing Date, Vendors will not destroy or dispose of any such books and records without the prior written consent of Purchaser; provided, that if Purchaser does not consent to the destruction of such books and records, Vendors may deliver them to Purchaser.

(b) After the Closing, Purchaser will afford Vendors and their attorneys, accountants, officers and other representatives reasonable access, during normal business hours, to the books and records relating to the conduct of the Business on and prior to the Closing Date, to the extent included in the Purchased Assets (and will permit such persons to examine and copy such books and records to the extent reasonably requested by such person), and will cause the directors, officers and employees of the Business to furnish all information reasonably requested by Vendors, in connection with financial reporting and Tax matters (including financial and Tax audits and Tax contests), third-party litigation and other similar business purposes. For a period of seven years after the Closing Date, Purchaser will not destroy or dispose of any such books and records without the prior written consent of Vendors; provided, that if Vendors do not consent to the destruction of such books and records, Purchaser may deliver them to Vendors.

6.5 Employee Matters.

(a) Employment Offers. Purchaser will offer employment, effective on the Closing Date, to any Business Employee whose employment with ARP has not terminated on or prior to the Closing with (i) the same level of base salary or wages and (ii) incentive compensation, retirement and welfare benefits that are no less favorable in the aggregate to each such employee than his or her existing terms of employment with ARP as of immediately prior to the Closing Date, except for any such terms that provide for equity compensation or compensation entitling any employee to a percentage of the earnings of the Business. Vendors agree to cooperate with Purchaser with respect to the manner in which the Business Employees are notified of the transactions contemplated by this Agreement, including giving Purchaser reasonable access to the Business Employees prior to Closing. The Business Employees who accept Purchaser's offer of employment are collectively referred to herein as "Transferred Employees". Nothing in this Agreement will create a contract of employment or alter the at-will status of any Transferred Employees, and Purchaser will not be prohibited by this Section 6.5(a) from terminating the employment of any Transferred Employee for any reason following the Closing.

(b) Vendors' Benefit Plans and Other Employee Liabilities.

(1) ARP will be responsible for the payment of all wages and other remuneration due to Business Employees with respect to their services as employees of ARP prior to the Closing Date, including payment for accrued but unused vacation pay in accordance with ARP's vacation policy. Purchaser will be responsible for the payment of all wages or other remuneration due to the Transferred Employees or any other employment claims or liabilities relating to any Transferred Employee arising in connection with their employment or termination thereof by Purchaser on and after the Closing Date.

(2) Vendors will provide any continuation coverage for Business Employees required under Part 6 of Title I of ERISA or applicable state law ("COBRA") to each Business Employee and his or her spouse or dependent who is a "qualified beneficiary," as that term is defined in COBRA, or "M&A Qualified Beneficiary," as defined under Treasury regulation Section 54.4980B-9 whose "qualifying event" (as defined in COBRA) occurs prior to or on the Closing Date. Purchaser will be responsible for providing continuation coverage as required by COBRA, under any benefit plan maintained by Purchaser or its Affiliates, to the Transferred

Employees and any other beneficiary under COBRA with respect to such employees or beneficiaries who have a "qualifying event" (as defined by COBRA) after the Closing Date.

(3) ARP will retain liability under applicable law or otherwise with respect to the employees and former employees of ARP as of the Closing as a result of their termination of employment with ARP. Subject to Section 6.5(b)(6), Vendors will retain all liabilities arising under all Benefit Plans for claims under such Benefit Plans. Purchaser will be responsible for all liabilities arising under all benefit plans sponsored or maintained by Purchaser (or an Affiliate of Purchaser) pursuant to Section 6.5(a) for claims under such benefit plans.

(4) With respect to any benefit plans of Purchaser in which Transferred Employees are eligible to participate on and after the Closing Date, Purchaser will: (i) waive any limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Transferred Employees to the extent they would not have prevented coverage under the Benefit Plans, (ii) provide each Transferred Employee with credit for any co-payments and deductibles paid on or prior to the Closing Date during the year in which the Closing Date occurs in satisfying any applicable deductible or out-of-pocket requirements to the extent it would be recognized under the Benefit Plans, and (iii) recognize all service of the Transferred Employees with ARP or any Affiliate or predecessor thereof for purposes of eligibility to participate and vesting credit, except to the extent such treatment would result in duplicative benefits.

(5) To the extent permitted by applicable law and the 401(k) plan maintained by the Purchaser ("Purchaser's 401(k) Plan"), Purchaser will permit Transferred Employees to transfer individual account balances from the SIMPLE IRA plan maintained by ARP for Business Employees to Purchaser's 401(k) Plan.

(6) From the Closing Date to December 31, 2008 (the "Transition Period"), ARP shall, upon Purchaser's request, provide Purchaser with certain transition services related to payroll and employee benefit plan administration with respect to the Transferred Employees. Within 10 days after the end of the Transition Period, Vendors will submit to Purchaser an invoice (together with reasonable supporting documentation) showing the amounts and nature of all out-of-pocket costs incurred by Vendors during the Transition Period in connection with such transition services. Purchaser will reimburse Vendors the aggregate amount of such costs by the last business day of the calendar month within which the invoice is received.

(c) Non-Solicitation. For five years following the Closing Date, Vendor and its Affiliates will not (a) directly or indirectly solicit or seek to induce any Business Employee to leave his or her employment or position with Purchaser or any of its Affiliates or (b) hire any person who was a Business Employee or an employee of the Business within 180 days prior to the date of such hire. Notwithstanding the foregoing, the restrictions set forth in this Section 6.5(c) will not prohibit Vendor or its Affiliates from: (1) advertising employment opportunities in any general solicitation, including national newspaper, trade journal or other publication in a major metropolitan area or any third-party Internet website posting, or negotiating with, offering employment to or employing any person contacted through such medium or (2) participating in any third-party hiring fair or similar event open to the public or negotiating with, offering employment to or employing any person contacted through such medium.

6.6 Tax Matters.

(a) Transfer Taxes. Vendors, on the one hand, and Purchaser, on the other hand, will each be liable for and will pay one-half of any and all sales and use Taxes, recording fees, stamp Taxes

21

and any other similar transfer Taxes that may be imposed upon, payable, collectible or incurred in connection with the consummation of the transactions contemplated hereby, regardless of the person liable for such Taxes under applicable law.

(b) Indemnification for Taxes. Except to the extent provided in Section 6.6(a), Vendors will be responsible for and will indemnify and hold harmless Purchaser and its Affiliates for all Damages (as defined below) attributable to (i) Taxes of the Saskatchewan Subsidiary for all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes but does not end on the Closing Date; and (ii) Taxes of any person other than the Saskatchewan Subsidiary that are imposed on the Saskatchewan Subsidiary as a transferee or successor, which Taxes relate to an event or transaction occurring before the Closing. In the case of any taxable period that includes but does not end on the Closing Date, the amount of any Taxes based on or measured by income or receipts of the Saskatchewan Subsidiary shall be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of any other Taxes shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such taxable period.

ARTICLE VII
SURVIVAL AND INDEMNIFICATION.

7.1 Survival of Representations. The representations and warranties of the parties contained in this Agreement, except those contained in Sections 4.1, 4.2, 4.16, 4.24, 5.1, 5.2 and 5.6, will expire and be terminated and extinguished 24 months after the Closing Date, except as to those claims that are made prior to said expiration date. The representations and warranties contained in Sections 4.1, 4.2, 4.16, 4.24, 5.1, 5.2 and 5.6 will survive the Closing Date until 90 days following the expiration of the applicable statute of limitations. To the extent they have not been fully performed at or before the Closing Date, all covenants and agreements will survive the execution and delivery of this Agreement, the Closing and the consummation of the transactions contemplated by this Agreement.

7.2 Indemnification by Vendors. Vendors agree to indemnify, on a joint and several basis, Purchaser, its Affiliates and their respective officers, directors, shareholders, members, employees and agents and their respective heirs, successors and assigns against, and hold them harmless from, any loss, liability, assessment, Tax, fine, penalty, claim, damage, diminution in value, expense or cost (including reasonable legal fees and expenses) ("Damages") based upon, arising from or relating to: (a) any inaccuracy in or breach of any representation or warranty of Vendors set forth in this Agreement or in any Ancillary Agreement; (b) any breach of any covenant or agreement by either Vendor set forth in this Agreement or in any Ancillary Agreement; and (c) the Excluded Assets or the Excluded Liabilities.

7.3 Indemnification by Purchaser. Purchaser agrees to indemnify Vendors, their respective Affiliates and officers, directors, shareholders, members, employees and agents and their respective heirs, successors and, and hold them harmless from, any Damages based upon, arising from or relating to: (a) any inaccuracy in or breach of any representation or warranty of Purchaser set forth in this Agreement or in any Ancillary Agreement; (b) any breach of any covenant or agreement by Purchaser set forth in this Agreement or in any Ancillary Agreement; and (c) the Purchased Assets or the Assumed Liabilities.

7.4 Limits on Indemnification. The amount of Damages for which a person may be entitled to seek indemnification under Section 7.2 will be reduced (a) by the amount of any insurance proceeds or other payment from a third party actually received by Purchaser with respect to the matter for which indemnification is being sought, (b) to the extent that such person was reimbursed therefor pursuant to Section 1.6 and (c) to the extent that such person received the benefit of an adjustment pursuant to Section 2.3 due to the fact that the item that is the subject of the indemnification claim was specifically taken into account in the determination of the Final Report.

7.5 Procedures for Indemnification.

(a) Any party seeking indemnification under Section 7.2 or 7.3 (an "Indemnified Party") will give each party from whom indemnification is being sought (each, an "Indemnifying Party") notice of any matter for which such Indemnified Party is seeking indemnification, stating the amount of the Damages, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

(b) With respect to any claim for indemnification under Section 7.2 or 7.3 that is not a Third-Party Claim (as defined below) (a "Direct Claim"), following receipt of notice from the Indemnified Party of the claim, the Indemnifying Party will have 60 days to make such investigation of the claim as is considered reasonably necessary or desirable. For the purpose of such investigation, the Indemnified Party will make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or prior to the expiration of such 60-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Direct Claim, the Indemnifying Party will immediately pay to the Indemnified Party the full agreed upon amount of the Direct Claim, failing which the matter will be subject to the remedies set forth herein. Nothing contained in this Section 7.5(b) will prevent or limit the Indemnified Party from taking any action deemed by the Indemnified Party in its sole discretion to be necessary or desirable to preserve or protect its assets, properties, goodwill, rights, contracts and claims, of whatever kind and nature, and no such action will adversely affect the rights of such Indemnified Party under this Agreement.

(c) The obligations of an Indemnifying Party under this ARTICLE VII with respect to Damages arising from any claims of any third party which are subject to the indemnification provided for in this Section (collectively, "Third-Party Claims") will be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party receives, after the Closing Date, initial notice of any Third-Party Claim, the Indemnified Party will give the Indemnifying Party notice of such Third-Party Claim within such time frame as necessary to allow for a timely response and in any event within 30 days of the receipt by the Indemnified Party of such notice; provided, that the failure to provide such timely notice will not release the Indemnifying Party from any of its obligations under this ARTICLE VII except to the extent the Indemnifying Party is materially adversely prejudiced by such failure. The Indemnifying Party will be entitled to assume and control the defense of such Third-Party Claim at its expense and through counsel reasonably acceptable to the Indemnified Party if it acknowledges, without qualification, its indemnification obligations hereunder and gives notice of its intention to do so to the Indemnified Party within 30 days of the receipt of such notice from the Indemnified Party; provided, that the Indemnifying Party will lose its right to assume and control the defense if the Third-Party Claim seeks injunctive relief or if the Indemnifying Party fails to diligently contest the Third-Party Claim; provided, further, that if there exists a conflict of interest that would make it inappropriate in the reasonable judgment of the Indemnified Party (upon and in conformity with advice of counsel) for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party will be entitled to retain one counsel (plus one local counsel, if necessary), reasonably acceptable to the Indemnifying Party, at the expense of the Indemnifying Party. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third-Party Claim as provided above, the Indemnified Party will reasonably cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the

Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. In the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third-Party Claim, the Indemnifying Party will reasonably cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party. The Indemnifying Party will not, without the written consent of the Indemnified Party (which will not be unreasonably withheld or delayed), settle or compromise any Third-Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Indemnified Party of a written release from all liability in respect of such Third-Party Claim. No Third-Party Claim which is being defended in good faith by the Indemnifying Party or which is being defended by the Indemnified Party as provided above in this Section 7.5 will be settled by the Indemnified Party without the written consent of the Indemnifying Party (which will not be unreasonably withheld or delayed).

ARTICLE VIII
MISCELLANEOUS

8.1 Expenses. The parties to this Agreement will pay all of their own costs and expenses relating to the transactions contemplated by this Agreement, including the costs and expenses of their respective counsel, financial advisors and accountants.

8.2 Entire Agreement. This Agreement represents the entire understanding and agreement of the parties to this Agreement with respect to the subject matter of this Agreement, supersedes all prior negotiations and letters of intent between such parties, and may not be amended, supplemented or changed orally but only by an agreement in writing signed by the party or parties against whom enforcement is sought and making specific reference to this Agreement.

8.3 Assignment and Succession. This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and to their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations under this Agreement may be transferred, assigned, pledged or hypothecated by any party without the prior written consent of the other, except that Purchaser may assign all or a portion of its rights and obligations under this Agreement, following written notice to Vendors, to one or more Affiliates; provided, that no such assignment will relieve Purchaser of its obligations under this Agreement.

8.4 Notices. All notices, request, demands and other communications which are required or permitted hereunder will be in writing and will be deemed to have been duly given upon delivery, if delivered personally, or upon deposit in the United States mail, if sent by certified or registered mail, return receipt, postage prepaid and properly addressed as follows: (a) in the case of Purchaser, to Amsted Rail Company, Inc., 181 West Madison Street, Chicago, Illinois 60603, Attention: Michael Carter, Facsimile: 312-346-8650, with copies to (which will not constitute notice): (i) Amsted Industries Incorporated, 180 North Stetson Street, Suite 1800, Chicago, Illinois 60601, Attention: Stephen R. Smith, Facsimile: 312-819-8484 and (ii) Schiff Hardin LLP, 6600 Sears Tower, Chicago, Illinois 60606-6473, Attention: Robert J. Minkus, Facsimile: 312-258-5600; (b) in the case of Vendors: Airboss of America Corp., 16441 Yonge Street, Newmarket, Ontario L3X 2G8, Attention: Robert L. Hagerman, Facsimile: 905-751-1101, with a copy to (which will not constitute notice): Davies Ward Phillips & Vineberg LLP, 44th Floor, 1 First Canadian Place, Toronto, Ontario M5X 1B1, Attention: Brett A. Seifred, Facsimile: 416-863-0871; and (c) to such other addresses and/or addressees as any party to this Agreement will have specified by notice in writing to the other parties.

8.5 Interpretation. The words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, exhibit and schedule references are to the articles, sections, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement they will be deemed to be followed by the words "without limitation". The words describing the singular number will include the plural and vice versa, and words denoting any gender will include all genders and words denoting natural persons will include corporations and partnerships and vice versa. Any reference herein to any legislation or to any provision of any legislation will include any amendment to, and any modification or re-enactment of, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto. All references to dollars or use of the $ symbol in this Agreement refer to U.S. dollars. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

8.6 Knowledge. As used in this Agreement, "Knowledge" means the actual knowledge, after reasonable inquiry, of either of Robert Magnuson or Jose Mediavilla.

8.7 Disclosure Schedule. The schedules attached to and delivered concurrently with this Agreement, and all attachments to such schedules (collectively, the "Disclosure Schedule"), form an integral part of this Agreement and are incorporated by reference for all purposes as if set forth fully in this Agreement. Unless otherwise defined in the Disclosure Schedule, all capitalized terms used in the Disclosure Schedule will have the meanings ascribed to them in this Agreement, and all section references in the Disclosure Schedule refer to the corresponding section of this Agreement. Nothing in the Disclosure Schedule will be deemed adequate to disclose an exception to a representation or warranty (referenced by subsection) made in this Agreement unless such exception is identified in the applicable Schedule.

8.8 Governing Law; Consent to Jurisdiction.

(a) The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within the State of Illinois without giving effect to any conflict of law provisions thereof, except that, notwithstanding clause Section 8.8(b) below, the Federal Arbitration Act, 9 U.S.C. Section 1-16, will govern all issues relating to the arbitrability and arbitration of any claim or dispute relate to, and any interpretation of, Section 2.3 and the enforcement of any determination pursuant thereto.

(b) Each of the parties agrees that any legal action or proceeding with respect to this Agreement may be brought in the federal and state courts located in the State of Illinois, and, by execution and delivery of this Agreement, each party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the parties to this Agreement irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Each party to this Agreement consents to process being served in any such action or proceeding by the mailing of a copy thereof to the address set forth in Section 8.4 below its name and agrees that such service upon receipt will constitute good and sufficient service of process or notice thereof. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law.

23

8.9 Specific Performance. Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions of this Agreement in any action instituted in any court having jurisdiction over the parties and the matter (subject to the provisions set forth in Section 8.8 above), in addition to any other remedy to which they may be entitled, at law or in equity.

8.10 WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY TO THIS AGREEMENT AGAINST ANY OTHER PARTY OR PARTIES TO THIS AGREEMENT WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. EACH PARTY REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS RIGHT TO A JURY TRIAL.

8.11 Counterparts; Delivery by Facsimile. This Agreement may be executed in any number of counterparts, each of which will be deemed to be one and the same instrument. Executed signature pages delivered by facsimile will be treated in all respects as original signatures.

8.12 Section and Paragraph Headings. The section and paragraph headings contained in this Agreement and the Disclosure Schedule are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule.

8.13 No Third Party Beneficiary. Each party to this Agreement intends that this Agreement will not benefit or create any right or cause of action in or on behalf of any person other than the parties to this Agreement.

8.14 Waiver. Except as otherwise provided in this Agreement, any failure of any party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.15 Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives as of the date of this Agreement.

AIRBOSS OF AMERICA CORP.

By: ______________________
Name: Robert Hagerman
Title: President and Chief Executive Officer

By: ______________________
Name: Stephen Richards
Title: Vice President, Finance and CFO

AIRBOSS RAILWAY PRODUCTS, INC.

By: ______________________
Name: Robert Hagerman
Title: Chairman

By: ______________________
Name: Stephen Richards
Title: Treasurer

AMSTED RAIL COMPANY, INC.

By: ______________________
Name: ______________________
Title: ______________________

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AIRBOSS OF AMERICA CORP.

By:
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Name: Stephen Richards
Title: Vice President Finance and CFO

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By:
Name: Robert Hagerman
Title: Chairman

By:
Name: Stephen Richards
Title: Treasurer

AMSTED RAIL COMPANY, INC.

By:
Name:
Title:

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AIRBOSS OF AMERICA CORP.

By: ____________________
Name: ____________________
Title: ____________________

By: ____________________
Name: ____________________
Title: ____________________

AIRBOSS RAILWAY PRODUCTS, INC.

By: ____________________
Name: ____________________
Title: ____________________

By: ____________________
Name: ____________________
Title: ____________________

AMSTED RAIL COMPANY, INC.

By: Michael J Carter
Name: MICHAEL J CARTER
Title: VP CFO

[Signature Page to Asset Purchase Agreement]