

before the meeting would be the proposed sale of substantially all of the assets of the Company, including good will, to Indian Head Mills, Inc., a Massachusetts corporation (hereinafter called 'Indian Head') for \$5,831,080 in cash and the assumption by Indian Head of substantially all of the liabilities of the Company, all on the terms and conditions of the Purchase Agreement between the Company and Indian Head dated November 27, 1957 (hereinafter called 'the Purchase Agreement').

"Copies of the Purchase Agreement were then presented to the meeting and made available to those present. The president ordered one copy marked for identification and filed with the minutes of this meeting.

"The president stated that the terms of the Purchase Agreement and the proposed sale of assets were summarized in the letter mailed to each stockholder of record on November 27, 1957. (A copy of said letter, attested by the secretary, precedes these minutes.)

"After discussion, the following votes were introduced and their adoption moved and seconded:

"WHEREAS, the Company and Indian Head Mills, Inc. (hereinafter called 'Indian Head') have entered into a Purchase Agreement dated November 27, 1957 (hereinafter called 'the Purchase Agreement') for the sale of substantially all of the assets of the Company to Indian Head for \$5,831,080 in cash and the assumption by Indian Head of substantially all of the liabilities of the Company;

"NOW, BE IT

"VOTED: That the Purchase Agreement be, and it hereby is, ratified and confirmed; and further

"VOTED: That the Company sell substantially all of its assets to Indian Head for \$5,831,080 in cash and the assumption by Indian Head of substantially all of the assets of the Company substantially on the terms and conditions of the Purchase Agreement with such changes therein and modifications thereto as the Board of Directors of the

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