

AGREEMENT
AND
PLAN OF REORGANIZATION

BETWEEN

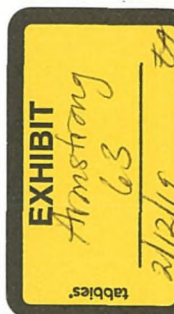
MATTHEY BISHOP, INC.
(AND ITS SUBSIDIARY BISHOP TUBE CO.)

AND

WHITTAKER CORPORATION
(AND ITS SUBSIDIARY WHITTAKER ENTERPRISES, INC.)

FEBRUARY 28, 1969

JM1000001



AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION is made and entered into this 28th day of February, 1969, by and between WHITTAKER CORPORATION, a California corporation (hereinafter referred to as "Whittaker"), WHITTAKER ENTERPRISES, INC., a Pennsylvania corporation wholly owned by Whittaker (hereinafter referred to as "Enterprises"), MATTHEY BISHOP, INC., a Pennsylvania corporation (hereinafter referred to as "M B I"), and BISHOP TUBE CO., a Pennsylvania corporation wholly owned by MBI (hereinafter referred to as "Tube Co. ").

PLAN OF REORGANIZATION

The parties hereby adopt a Plan of Reorganization to effect a reorganization under Section 368 (a) (1) (A) of the Internal Revenue Code of 1954, as amended. Upon the terms and subject to the conditions of the Agreement hereinafter set forth, the reorganization will comprise the statutory merger of Tube Co. with and into Enterprises (the surviving corporation). The parties will promptly take such legal and corporate action as, in the opinion of their respective counsel, is necessary and desirable to effectuate this Plan of Reorganization.

AGREEMENT

In order to consummate such Plan of Reorganization, and in consideration of the mutual covenants hereinafter contained, the parties hereto represent, warrant, covenant and agree as follows:

1. MERGER PROVISIONS

1.1 Plan and Articles of Merger. On or before the Closing Date, the parties shall execute and deliver to the Secretary of the Commonwealth for filing on the Closing Date Articles of Merger consummating the Plan of Merger attached hereto as Exhibit A.

2. WHITTAKER STOCK

2.1 Issuance of Whittaker Stock. In consideration for the merger, and the representations, warranties and agreements of MBI contained in this Agreement, and subject to the terms and conditions set forth in this Agreement, Whittaker shall issue or cause to be issued to MBI such number of shares of Whittaker common stock \$1 par value, (subsequent to the stock split and dividend described in Exhibit B) as are set forth in the Plan of Merger.

2.2 Compliance with Laws and Regulations in Issuance of Whittaker Stock and Reserve Shares. Whittaker warrants that all Whittaker Stock and Reserve Shares which MBI receives under this Agreement shall be listed on the New York Stock Exchange or on such other national Exchange as the outstanding Whittaker common stock may then be listed on, subject to notice of issuance, and that Whittaker shall have complied with the requirements of all "Blue Sky" laws of states having jurisdiction over such transaction. As a condition precedent to issuance of Reserve Shares, MBI shall upon request deliver to Whittaker a written investment representation and warranty confirming the representation and warranty set forth in Section 3.2 hereof.

2.3 Principal and Interest. As to the Reserve Shares which may pursuant to the Plan of Merger be received by MBI following the second or third anniversaries of the Closing Date, of any shares received following the second such anniversary .92593 shall be principal and .07407 shall be interest thereon computed from the Closing Date; and of any shares received following the third such anniversary .89286 shall be principal and .10814 shall be interest thereon computed from the Closing Date.

3. SECURITIES PROVISIONS

3.1 Registration Agreement. Whittaker and MBI will, as of the Closing Date, enter into a Registration Agreement in the form attached hereto as Exhibit C.

3.2 Investment Representation. MBI represents and warrants that it is acquiring the shares of Whittaker Stock, and will acquire the shares of Reserve Stock, for investment only and without a view to the distribution thereof in violation of the Securities Act of 1933, as amended. MBI understands that all but 30,900 shares of the Whittaker Stock to be acquired by it pursuant to this Agreement will not be registered as of the Closing Date under the Securities Act of 1933, as amended (the "Act"), and agrees that in the absence of an effective registration statement under the Act covering such shares, it will not offer, sell, transfer or otherwise dispose of any of such shares without first obtaining (i) an opinion of Whittaker's counsel, (ii) an opinion of Saul, Ewing, Remick & Saul, or other counsel for MBI acceptable to Whittaker that such disposition may be made without registration together with a written covenant to indemnify Whittaker against any claims whatever arising out of such disposition, or (iii) a letter from the staff of the Securities and Exchange Commission (the "Commission") that it will recommend no action to the

Commission if the shares to be disposed of are so disposed of without registration.

3.3 Restriction on Transfer of Whittaker Stock. MBI agrees that prior to the delivery of the certificates for shares of Whittaker Stock and Reserve Stock pursuant to this Agreement, there shall be placed upon all certificates representing unregistered shares a legend reading as follows:

"NOTICE: The shares of stock of Whittaker Corporation represented by this certificate were issued without registration under the Securities Act of 1933. No transfer or other disposition may be made of any of such shares except in accordance with the terms of an Agreement and Plan of Reorganization between Whittaker Corporation, Matthey Bishop, Inc., and others dated February 28, 1969, a copy of which is on file in the offices of Whittaker Corporation."

MBI agrees that Whittaker may place with its transfer agent or agents such "stop transfer" notices or orders as it may deem necessary or desirable in connection with possible transfers of said certificates for unregistered shares of stock, upon which such legend may be affixed. Further, MBI will deliver to Whittaker at the Closing an Investment Letter in the form of Exhibit D attached hereto. Whittaker agrees that immediately upon registration of shares subject to this Section, it shall issue to MBI new unrestricted certificates for the registered shares upon tender of the restricted certificates, and shall instruct its transfer agent to permit transfer of such shares in the normal course without restriction

4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF MBI

4.1 MBI hereby represents and warrants to, and agrees with, Enterprises and Whittaker as follows:

4.1(a) Organization, Standing, and Qualification of Tube Co. Tube Co. is a corporation duly organized and existing and in good standing under the laws of Pennsylvania, and has all necessary corporate powers and authority to own and conduct its business as now owned and operated by it. Tube Co. conducts no business and

owns no assets which requires it to qualify to do intrastate business in any other jurisdiction except California.

4.1 (b) Capitalization of Tube Co. The authorized capital of Tube Co. consists of One Thousand (1,000) shares of capital stock with a par value of One Hundred Dollars per share of which One Thousand (1,000) shares are issued and outstanding. Tube Co.'s stock has been duly authorized, validly issued and is fully paid and non-assessable. There are no subscriptions, options, rights, warrants or other agreements obligating Tube Co. to sell or issue any additional shares of its capital stock or any securities convertible into any shares of its capital stock.

4.1 (c) Subsidiaries. Tube Co. does not have any subsidiaries, and does not own directly or indirectly any debt, equity or other interest in any other corporation, business trust, joint stock company, partnership, entity, association or other business.

4.1 (d) Tube Co. Stock. MBI is the record and beneficial owner of One Thousand shares of Tube Co., which are all of the issued and outstanding shares of Tube Co., free and clear of all liens, encumbrances, equities, options, claims, charges and restrictions, and MBI hereby consents to the merger of Tube Co. into Enterprises pursuant to the Plan of Merger and represents that it has full power to so consent and enter into this Agreement without obtaining the consent or approval of any other person or governmental authority.

4.1 (e) Financial Statements. Exhibit E is a Balance Sheet of Tube Co. as of January 31, 1969, and related statements of operations to January 31, 1969, prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated and on a basis consistent with prior periods. The financial statements fairly present the financial position, assets and liabilities of Tube Co. as of January 31, 1969.

It is understood that the reserve for inventory reevaluation is based on

prior experience, and not physical review, and that Whittaker shall look to MBI for reimbursement of inventory write offs only to the extent the fiscal year end (March 31, 1969) write off based on an audited review exceeds \$25,000. As of January 31, 1969, Tube Co. had no liabilities or obligations of any nature, whether absolute, contingent or otherwise, not fully and properly reflected or reserved against in the Balance Sheet dated as of January 31, 1969 or other Exhibits to this Agreement.

4.1 (f) Accounts Receivable. Exhibit F is a correct and complete detailed list of the accounts receivable of Tube Co. as of January 31, 1969, as reflected in the Balance Sheet as of that date, together with a correct and complete aging thereof. Such accounts receivable, as well as all accounts receivable of Tube Co. arising between that date and the Closing Date (as hereinafter defined), are and will be valid and enforceable, incurred in the ordinary course of business, and payable to and collectible in full by Tube Co. on demand when due except to the extent of that portion thereof equal to an allowance for doubtful accounts receivable (and returns and allowances) in the amount of \$25,000.00. Whittaker agrees to use its best efforts to minimize any losses on accounts receivable, will consult with MBI before settling any loss in excess of \$5,000. in any one account, and will seek reimbursement from MBI only for actual losses on accounts receivable in excess of \$25,000.00 in the aggregate after the Closing Date. The accounts receivable of Tube Co. on the date of this Agreement are the same as are set forth in said Exhibit, except for additions and reductions thereof made in the ordinary course of business since January 31, 1969.

4.1 (g) Tangible Personal Property. Exhibit G is a correct and complete list of all tangible personal property as shown by the January 31, 1969, Balance

Sheet (balances as of March 31, 1968 plus additions during the ten months ending January 31, 1969) and either owned by Tube Co., or in the possession of or used in the business of Tube Co. except for inventories of raw materials, work in process and finished goods. With respect to any property included in Exhibit G which is not owned by Tube Co., Exhibit G indicates the owners thereof and the circumstances under which such property is used by Tube Co. and refers to any agreement relating to Tube Co.'s use thereof; all such property now owned by Tube Co. is in such condition that upon the return of such property in its present condition to its owners, Tube Co. will have discharged all of its obligations to such owner except as indicated in said Exhibit. Tube Co. has good and marketable title to all of the properties described therein, free and clear of all liens, leases, encumbrances, claims under bailment and storage agreements, equities, conditional sales contracts, security interests, charges, and restrictions (except for liens, if any, for personal property taxes not delinquent), and except for such matters as are set forth in said Exhibit none of which matters materially interferes with the present or intended use thereof. All of the tangible personal property owned by Tube Co., or in the possession of or used in the business of Tube Co., is in good usable condition and repair and is fit for its intended purposes and does not include any obsolete items. None of such tangible personal property is held under any lease, conditional sales contract or other title retention or security arrangement, or is other than in the possession of Tube Co., except as indicated in said Exhibit.

4.1(h) Inventory. Subject to the provisions of the second paragraph of Section 4.1(e), Exhibit H is a correct and complete inventory as of January 31, 1969, of all raw materials, work in process and finished goods of Tube Co., indicating the

valuation and location thereof. Tube Co. has good and marketable title to all of the inventories described in said Exhibit, free and clear of all liens, leases, encumbrances, equities, conditional sales contracts, security interests, charges and restrictions (except for liens, if any, for personal property taxes not delinquent), except for such matters as are set forth in said Exhibit, none of which matters interferes with the present or intended use thereof.

4.1 (i) Intangible Personal Property. As of January 31, 1969, the only intangible personal property owned by Tube Co. is a figurine, designated Nitpicker, for which a Certificate of Registration of a Claim to Copyright (No. GP 48961) has been obtained. No person (other than Tube Co.) owns directly or indirectly, in whole or in part, any patent or application therefor, trademark registration or application therefor, trade name, copyright or copyright registration or application therefor which Tube Co. is presently using or intends to use, or the use of which is necessary for the making, using, leasing and/or selling of any of Tube Co.'s products or for the performance of any agreement to which Tube Co. is a party. Tube Co. has not heretofore infringed and is not now infringing upon any patent, trade name, trademark, copyright or trade secret belonging to any other person, and has not engaged in and is not now engaging in any form of unfair competition. Tube Co. is not a party to any license, agreement or arrangement in respect of any trademark, trade name, patent, copyright or royalty. Tube Co. owns or holds adequate licenses or other rights to conduct its business as presently operated by it.

4.1 (j) Real Property. Exhibit I contains (i) a correct and complete legal description, together with a correct and complete survey or substantially

correct and complete plat map of the parcel of real property owned by Tube Co., (ii) a general description of the buildings and improvements on such parcel, and (iii) a description of the title insurance policy held by Tube Co. relating to such real properties. There will be furnished to Whittaker prior to Closing, a correct and complete copy of the title insurance policy referred to in the preceding sentence. Tube Co. has good and marketable title to all of the real properties free and clear of all mortgages, liens, encumbrances, leases, equities, claims, charges, easements, rights of way, covenants, conditions and restrictions, except for liens, if any, for property taxes not delinquent and except for such matters as are set forth in said Exhibit (none of which matters interferes in any material way with the present or intended use of any such real properties). All of the buildings, fixtures and other improvements described in said Schedule are in good operating condition and repair, and the operation thereof by Tube Co., as presently conducted, is not in violation of any applicable building code, zoning ordinance or other law or regulation.

4.1 (k) Renegotiation. As of January 31, 1969, Tube Co. has not been required to file any Renegotiation Board Reports as required by the Renegotiation Act of 1954, as amended. MBI will file a consolidated report for the year ending March 31, 1969 and will assume any liabilities thereunder.

4.1 (l) Labor, Benefit and Employment Agreements. Exhibit J is a correct and complete list as of January 31, 1969, of all employment agreements, collective bargaining agreements and arrangements to which Tube Co. is a party or by which it is bound, and of all employment, profit sharing, deferred compensation, bonus, stock option, stock purchase, pension, retainer, consulting, retirement, welfare, incentive or fringe benefit plans or agreements to which Tube Co. is a

party or by which it is bound. No party to any such agreement or arrangement is in default thereunder, and no event has occurred which with the passage of time or the giving of notice or both would constitute such default. There will be delivered to Whittaker, at Whittaker's request, data appropriate to this Exhibit. There is not pending, or to the knowledge of Tube Co., threatened, any labor dispute, strike, or work stoppage affecting or which may affect Tube Co.'s business or which may disrupt the continued operation of Tube Co.

4.1 (m) Contracts and Agreements. As of January 31, 1969, Tube Co. is not a party to, nor is it or any of its assets bound by, any written or oral distributor or manufacturer's representative agreement, broker's agreements, any output or requirement agreements, indenture, mortgage, promissory notes, deed of trust, lease or other agreement, other than those (i) described or referred to in Exhibit K or in any other Exhibit to this Agreement, or (ii) involving an aggregate consideration payable by, or the performance of any services or obligations by Tube Co. having a value of less than \$5,000.00. There does not exist any default by any party to any of the agreements described or referred to in the Exhibits to this Agreement, or any event which with notice or lapse of time or both would constitute a default, or would cause acceleration of any obligation or liability of any party thereto or the imposition of any lien, encumbrance or security interest in respect of any asset of Tube Co. Tube Co. has received no notice of the intent of any party to any agreement described or referred to in said Exhibits to cancel or terminate any such agreement or to exercise or to not exercise any option contained therein. Tube Co. is not a party to, nor are any of its assets bound by any agreement which is materially adverse to its business, assets or condition (financial or otherwise).

4.1 (n) Data. Tube Co. has all manufacturing and engineering drawings and all project sheets and parts lists and other data which pertain to or are necessary to the manufacture, sale and lease of the products manufactured, sold or leased by Tube Co., and said data is in reproducible form and of such quality and completeness that Tube Co. can produce, manufacture and assemble these products in the ordinary course of business so that they meet the applicable specifications. None of Tube Co.'s manufacturing processes, equipment, or machinery used in the manufacture of the products being manufactured by or for Tube Co. is being used in violation of any patent, patent license or patent application of any other party. All experimental processes and experimental procedures used by Tube Co. are described in laboratory notebooks which have been prepared and maintained in accordance with good research practice.

4.1 (o) Insurance. Exhibit L is a correct and complete description of all insurance policies owned by Tube Co. as of January 31, 1969, all of which are in full force and effect, are in the amounts as described in said Exhibit, and no premiums are due and unpaid. All such insurance policies will be kept in full force and effect for six months after Closing or until receipt of written notice from Whittaker instructing cancellation of such insurance whichever is first. Tube Co. has maintained and now maintains (i) insurance on its assets and business which are of a type customarily insured, covering property damage and loss of income by fire or other casualty, and (ii) other types as afford adequate protection against such liabilities, claims and risks as are customarily insured against.

4.1 (p) Employees, Officers and Directors. Exhibit M is a correct and complete list of all payroll employees of Tube Co. as of January 31, 1969, indicating title or job description and annual base pay for each employee, and a list of the names of all officers and directors. MBI has no information or facts indicating that any employee with a base pay in excess of \$10,000. per annum listed in said Exhibit intends to terminate his employment relationship with Tube Co. except as indicated on the Exhibit. Said Exhibit also contains a list (by position, not name) of personnel which MBI agrees to transfer to the payroll of Tube Co. on or before the Closing Date. MBI shall encourage such personnel to accept the transfer, and shall not employ such personnel at MBI at any time after the Closing Date, but a refusal of any of such personnel to accept such transfer, or to remain with Tube Co., shall not constitute a breach of any warranty or a failure of any condition of this Subsection.

4.1 (q) Customers and Sales. Exhibit N is a correct and complete list of the twenty-five customers of Tube Co. with the largest dollar value of purchases for the year ended March 31, 1968, and for the thirty-six weeks ended December 6, 1968, indicating the dollar sales made to such customers by Tube Co. during the said periods. Except as indicated in said Exhibit, MBI is not aware of any facts which indicate that any of such customers intends to cease doing business with Tube Co., nor materially alter the amount of business shown of such Exhibit.

4.1 (r) Litigation. Except as set forth in Exhibit O, there was as of January 31, 1969, no legal, administrative, arbitration or other proceeding or governmental investigation (i) pending or affecting; or to the best knowledge of MBI threatened against, Tube Co. or any of its assets, (ii) with respect to

any matter arising out of the business of Tube Co. or (iii) pending or threatened by or against any officer, director, or employee of Tube Co. in connection with the affairs of Tube Co. If any of the matters set forth in said Exhibit are decided adversely to Tube Co., or to any party thereto, there will not result any material adverse change in the assets, liabilities, condition (financial or otherwise), business or prospects of Tube Co. There have been furnished to Whittaker copies of all relevant court papers and other documents relating to the matter set forth in said Schedule. Tube Co. is not presently engaged in or contemplating any legal action to recover claims for moneys due to it or damages sustained by it except as indicated in said Exhibit. Tube Co. is not subject to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency or instrumentality, except as set forth in said Exhibit.

4.1 (s) Bank Accounts. Tube Co. has an account with The National Bank of Malvern only, and the only persons authorized to draw thereon are any two officers or any one director and any one officer. Tube Co. has no safe deposit box or vault.

4.1 (t) Minute Books. The Minute Books of Tube Co. contain correct and complete records of all proceedings, actions and meetings of the Stockholder and Directors of Tube Co. required to be set forth therein, and correct and complete copies of all consents of the Stockholders and/or Directors of Tube Co. heretofore given. The stock transfer books of Tube Co. correctly and completely set forth all issuances and transfers of Tube Co.'s stock heretofore made.

4.1 (u) Open Capital Work Orders. Exhibit P is a correct and complete list as of January 31, 1969, of all open capital work orders approved by Tube Co.

4.2 Conduct of Business Prior to Closing. Between January 31, 1969

and the Closing Date, unless Whittaker shall otherwise consent in writing, the business of Tube Co. has and will have been carried on only in the ordinary course, and there will not have been:

- (a) Any material adverse change in the assets, liabilities, capitalization, condition (financial or otherwise) business or prospects of Tube Co.
- (b) Any change, alteration in arrangement (as to salary, fringe benefits, bonus or otherwise) under which salaried personnel are employed; any general wage increase or increase in "fringe benefits" provided to its employees; any change in Tube Co.'s collective bargaining agreement;
- (c) Any declaration or payment of any dividend or stock split or other distribution with respect to stock of Tube Co.
- (d) Any issuance, sale, hypothecation or pledge of any shares or other securities of Tube Co.; any direct or indirect redemption, purchase or other acquisition of any of Tube Co.'s shares for value; any grant or issuance of any securities convertible into, or any options, rights or warrants to purchase or otherwise acquire shares of Tube Co.'s stock from Tube Co.
- (e) Any damage, destruction or loss not covered by insurance, adversely affecting in any material fashion the assets,

condition (financial or otherwise), business or prospects of Tube Co.;

- (f) Any acquisition, sale, transfer, lease, mortgage, pledge, encumbrance or other disposition of any asset other than in the ordinary course of business;
- (g) Any agreements other than those described or referred to in any Exhibit to this Agreement or any changes or modifications in any agreement to which Tube Co. is a party, except in the ordinary course of business;
- (h) Any change in the Articles of Incorporation or By-Laws of Tube Co.;
- (i) Any discharge or satisfaction of any lien or encumbrance or payment or performance of any obligation other than current liabilities incurred in the ordinary course of business;
- (j) Any commitment for capital expenditures, except for commitments reflected in Exhibit P;
- (k) Any change in the physical contents or character of its inventory so as to affect the nature of its business or result in a change of the total valuation thereof except as a result of transactions in the ordinary course of business, and except as provided in Section 4.1 (e);
- (l) Any material change in the business organization and good will of Tube Co. or in its relationships with suppliers, customers, creditors, employees and others having business relationships with it;

(m) Disposition or lapse of any trade secret, invention, patent, trademark, copyright or failure to make timely application therefor; and

(n) Any agreement to do any of the foregoing.

4.3 Tax Returns and Elections. Adequate reserve will have been made for the payment of taxes to March 31, 1969. Tube Co.'s federal income tax liability shall be reported as a part of a consolidated return of MBI for the fiscal year ending March 31, 1969. MBI shall notify Tube Co. promptly upon completion of MBI's return the amount of tax attributable to and payable by Tube Co., and Whittaker acknowledges that Tube Co. has the obligation to remit said amount to MBI by check payable to the appropriate District Director of Internal Revenue before the first penalty date for such payment.

4.3.1 Consents or Elections. Tube Co. has never filed and will not file, on or before the Closing Date, any consent or election pursuant to any section or provision of the Internal Revenue Code of 1954, as amended.

4.3.2 Tax Reports. Between the date of this Agreement and the Closing Date, Tube Co. shall not file any income, franchise, sales or other tax return or report, except for payroll tax returns filed in the ordinary course, without the prior examination and approval thereof by Whittaker, which approval shall not be unreasonably withheld.

4.3.3 Reorganization. MBI warrants that it shall file no tax consent or election, or take any corporate action, inconsistent with treatment of this transaction as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended.

4.4 Authority for Agreement. The execution of this Agreement, its delivery to Whittaker and consummation by MBI of the transactions contemplated hereby have been duly authorized by MBI and Tube Co. as, and if, required under

applicable law. No further authorization will be necessary on the part of MBI or Tube Co. or any federal, state or local authorities or administrative agency for the execution and delivery, performance and consummation of this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach of any term or provision of or constitute a default, or an event which with notice or lapse of time would constitute a default, under the Articles of Incorporation or By-Laws of MBI or Tube Co., or under any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust or other instrument or agreement to which MBI or Tube Co. is a party, or by which MBI or Tube Co. or the property of MBI or Tube Co. is bound, or constitute an event which would permit any party to any such agreement to terminate such agreement or to accelerate the maturity of any indebtedness or other obligation evidenced by or incurred pursuant to such agreement or result in the creation or imposition of any lien, charge or encumbrance upon any asset of Tube Co.

4.5 Interest in Creditors. Neither MBI, nor any officer or director of MBI has any direct or indirect interest in any creditor, competitor, supplier, or customer of Tube Co.

4.6 Access to Premises and Records. Between the date of this Agreement and the Closing Date, MBI will cause Tube Co. to give Whittaker or its authorized representatives full access at reasonable times upon reasonable notice to the premises, books, records, files, contracts and documents of Tube Co. and its subsidiaries and will furnish to Whittaker any of the same (certified by an officer of Tube Co. if requested) as Whittaker may from time to time request. Any investigation or inquiry made by Whittaker pursuant to this Agreement or otherwise

shall not affect or lessen in any way the representations and warranties made by MBI pursuant to this Agreement or their survival after the Closing Date as provided herein.

4. 7 Right to Tender Shares. MBI has beneficial ownership and will have good and marketable title and the absolute right to surrender for cancellation to Enterprises, pursuant to the Plan of Merger, all of the shares of the Capital Stock of Tube Co. free and clear of all liens, claims, equities, pledges and encumbrances.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF WHITTAKER

Whittaker represents, warrants and agrees that:

5.1 Organization. Whittaker and Enterprises are corporations duly organized and validly existing and in good standing under the laws of California and Pennsylvania respectively, and have all necessary corporate power to execute, deliver and perform their obligations under this Agreement.

5.2 Corporate Approvals. Whittaker and Enterprises have obtained all necessary authorizations and approvals of their respective Boards of Directors or of their duly constituted committees thereunder, Enterprises has obtained all necessary authorizations and approvals of its shareholders for the execution and delivery of this Agreement by Whittaker and Enterprises and the performance of their obligations hereunder.

5.3 Capitalization. Whittaker's authorized capital stock consists of twenty-five million (25,000,000) shares of Common Stock, \$1 par value, and five million (5,000,000) of Preferred Stock, \$1 par value. The parties to this Agreement acknowledge that Whittaker is continuously seeking acquisitions and may,

prior to the Closing Date, issue or reserve for issuance capital stock (or securities convertible into capital stock) in connection with any such acquisition or acquisitions. When issued, the Whittaker Stock and Reserve Stock to be issued hereunder will be duly authorized, validly issued, fully paid and non-assessable.

5.4 Trading of Whittaker Stock. Whittaker Common Stock is presently listed for trading on the New York and Pacific Coast Stock Exchanges.

5.5 Financial Statements. The financial statements and other financial information of Whittaker as of October 31, 1968, as set forth in its 1968 Annual Report, a copy of which has been delivered to MBI, are true and correct and fairly present the financial position of Whittaker and the results of its operations at the respective dates indicated and for the respective periods for which they apply and such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved. Since said date, there have been no changes in said financial position or results of operations which in the aggregate have been materially adverse.

5.6 Reorganization. Whittaker warrants that neither it nor Enterprises shall file any tax consent or election, or take any other action, inconsistent with treatment of this transaction by MBI.

6. THE CLOSING

The Closing hereunder shall take place at the offices of Saul, Ewing, Remick & Saul, 2301 Packard Building, Philadelphia, Pennsylvania at 10:30 A.M.,

local time, on Tuesday, April 1, 1969 (referred to herein as the "Closing Date"). The parties hereto may, by mutual written agreement, specify any different time or place for Closing and may, but shall not be required to, extend said Closing Date.

7. CONDITIONS OF WHITTAKER'S OBLIGATION TO CLOSE

The obligations of Whittaker hereunder are subject to the satisfaction, on or prior to the Closing Date, of all of the following conditions, compliance with which, or the occurrence of which, may be waived in whole or in part by Whittaker in writing.

7.1 Representations and Warranties. Except as otherwise permitted by this Agreement, all representations and warranties of MBI contained in this Agreement or in any Exhibit, document or other written statement which shall be delivered to Whittaker pursuant to this Agreement, shall be continuing as though such representations and warranties were made as of the Closing Date except for changes in the ordinary course of business, and Whittaker shall not have discovered any material error, misstatement or omission in any such representations and warranties. MBI warrants and represents that all data set forth as of a given date by MBI in Exhibits or other documents delivered pursuant to this Agreement shall be as true as of the Closing Date as when given, except for changes occurring between the given date and the Closing Date in the ordinary course of business, and Whittaker shall not have discovered any material error, misstatement or omission in any such data.

7.2 Agreements. MBI shall have performed and complied with all agreements and conditions required by this Agreement to be performed, or complied with, by it prior to or on the Closing Date.

7.3 No Material Adverse Change. During the period from January 31, 1969 through the Closing Date, there shall not have been any material adverse change in the financial condition or the results of operations of Tube Co., and Tube Co. shall not have sustained any loss or damage to any of its assets, whether or not insured, which materially adversely affects its ability to conduct its business.

7.4 Certificate. Whittaker shall have received a certificate, dated the Closing Date, executed on behalf of MBI by its President and its Vice President and Treasurer certifying in such detail as Whittaker may request as to the fulfillment of the conditions specified in Sections 7.1, 7.2 and 7.3, and to the further effect that any liabilities on the books of Tube Co. at the Closing Date which were not reflected in the Balance Sheet as of January 31, 1969, are only those liabilities incurred in the ordinary course of business subsequent to said date. The delivery of such certificate shall in no way diminish the warranties, representations, and covenants of MBI in this Agreement, or affect the survival thereof.

7.5 Opinion of Counsel. Whittaker shall have received a favorable opinion of MBI's and Tube Co.'s counsel, Messrs. Saul, Ewing, Remick & Saul, dated the Closing Date, in form and substance satisfactory to Whittaker and Whittaker's counsel, covering such legal matters relating to Tube Co. as Whittaker may reasonably specify, including the following:

- (i) Tube Co. is duly organized and existing in good standing under the laws of Pennsylvania, and has all necessary corporate powers and authority to own

and conduct its business as now owned and operated by it. Tube Co. conducts no business and owns no assets which would require it to qualify to do intrastate business in any other jurisdiction except California, in which it is registered to do business.

- (ii) The authorized capital stock of Tube Co. consists of 1,000 shares of capital stock, \$100. par value, of which 1,000 shares are issued and outstanding. Said stock has been duly authorized, validly issued and is fully paid and non-assessable.
- (iii) The execution and delivery of this Agreement by MBI and the performance by MBI of its obligations hereunder have been duly authorized by vote of the Board of Directors of MBI. No further corporate authorization or any other authorization, consent or approval by any federal, state, or local authority or administrative agency, or by any other person is necessary in respect of the execution and delivery of this Agreement by MBI or the performance by MBI of its obligations hereunder. MBI has the right, power and legal capacity and authority to enter into this Agreement and to perform its obligations hereunder, and no approval of any federal, state, or local authority or court or administrative agency is necessary to authorize the execution and delivery of this Agreement by MBI or

the performance by it of its obligations hereunder.

This Agreement is a valid and binding agreement of MBI enforceable in accordance with its terms except as the same may be limited by bankruptcy and insolvency laws and other similar laws affecting the rights of creditors generally.

(iv) Based on a review of the agreements set forth in Exhibit K, the Uniform Commercial Code financing statement docket in West Chester, Pennsylvania, the other Exhibits to this Agreement, and the minutes of the Board of Directors of MBI and Tube Co. (including minutes of executive committee's of said Boards), and based on interviews with cognizant officers of MBI and Tube Co., counsel has no knowledge that either the execution of this Agreement or the consummation of the transactions contemplated hereby will result in a breach of any term or provision or constitute a default, or an event which would with notice or lapse of time or both constitute a default under the Articles of Incorporation or the By-Laws of Tube Co. under any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, instrument or other agreement to which Tube Co. is a party, or by which Tube Co. is bound, or constitutes an event which would permit any party to any such agreement to terminate such

agreement or to accelerate the maturity of any indebtedness or other obligation evidenced by or incurred pursuant to such agreement or result in the creation or imposition of any lien, charge, or encumbrance upon any asset of Tube Co.

(v) Tube Co. has good and marketable title to all of its assets (including those described in the Exhibits to this Agreement), free and clear of all liens, leases, encumbrances, equities, conditional sales contracts, security interests, charges and restrictions, except as set forth in this Agreement or in the Exhibits hereto.

(vi) Except as set forth in Exhibit O, counsel has no knowledge of any legal administrative, arbitration or other proceeding or governmental investigation (a) pending, affecting or threatened against Tube Co. or any of its assets, (b) pending with respect to any matter arising out of the business of Tube Co. or (c) pending or threatened by or against any officer, director or employee of Tube Co. in connection with the affairs of Tube Co. Tube Co. is not presently engaged in, or to the best knowledge of said counsel, contemplating any legal action to recover claims for monies due it or damages sustained by it except as indicated in said Exhibit. Tube Co. is not subject to any order, writ, injunction or decree of any federal, state, local or foreign

court, department, agency or instrumentality, except as set forth in said Exhibit.

- (vii) There have been furnished to Whittaker (a) the minute books of Tube Co. containing correct and complete records of all proceedings, actions and meeting of the stockholder and Board of Directors of Tube Co. required to be set forth in such minutes, and correct and complete copies of all consents of the stockholder and/or Directors of Tube Co. heretofore given, (b) correct and complete copies of all permits, orders and consents issued by the Pennsylvania Securities Commission with respect to the securities of Tube Co., and of all applications therefor, and (c) correct and complete copies of the Articles of Incorporation and By-Laws of Tube Co. and of all amendments thereto.

7.6 Absence of Litigation. No action or proceeding shall have been instituted or threatened prior to or on the Closing Date before any Court or governmental body or authority pertaining to the transactions contemplated by this Agreement, the result of which could prevent or make illegal the consummation of such transactions, or which could be adverse to the business of Tube Co. or Whittaker.

7.7 Approval of Documentation. The form and substance of all certificates, instruments, opinions and other documents delivered to Whittaker pursuant to this Agreement shall be satisfactory in all reasonable respects to Whittaker and its counsel.

7.8 Listing of Whittaker Stock. Whittaker shall have received approval from the New York Stock Exchange to list thereon the Whittaker Stock to be issued to MBI pursuant to Section 2, subject to notice of issuance. Whittaker shall use its best efforts to receive such approval.

7.9 Covenant Not to Compete. MBI will deliver at Closing a Covenant Not to Compete in the form of Exhibit Q.

7.10 Certificate of Incumbency. MBI shall tender a Certificate of its Secretary, certifying the officers of MBI incumbent as of the Closing, and containing certified examples of the signatures of such officers.

7.11 Insurance. MBI shall have all insurance policies applicable to Tube Co. endorsed to name Enterprises as an additional assured.

8. CONDITIONS OF MBI'S OBLIGATIONS TO CLOSE

The obligations of MBI hereunder are subject to the satisfaction, on or prior to the Closing Date, of all of the following conditions, compliance with which, or the occurrence of which may be waived in whole or in part by MBI in writing.

8.1 Representations and Warranties. Except as otherwise permitted by this Agreement, all representations and warranties of Whittaker contained in this Agreement or in any document or other written statements which shall be delivered to MBI pursuant to this Agreement, shall be continuing on and as of the Closing Date as though such representations and warranties were made as of such date; and MBI shall not have discovered any material error, misstatement or omission in any such representations and warranties.

8.2 Agreements. Whittaker shall have performed and complied with

all agreements and conditions required by this Agreement to be performed, or complied with by Whittaker prior to or on the Closing Date.

8.3 Opinion of Counsel. MBI shall have received a favorable opinion of Charles R. Collins, Vice President and General Counsel for Whittaker, dated the Closing Date, in form and substance satisfactory to MBI and its counsel, to the effect that:

(i) Whittaker and Enterprises each is a corporation duly organized and validly existing and in good standing under the laws of California and Pennsylvania respectively, and has all necessary corporate powers to execute, deliver and perform its obligations under this Agreement.

(ii) Whittaker and Enterprises each has obtained all necessary authorizations and approvals of its Board of Directors or of a duly constituted committee thereof, and Enterprises has obtained all necessary authorizations and approvals of its shareholders, for the execution and delivery of this Agreement and other performance of its obligations hereunder. This Agreement is a valid and binding agreement of Whittaker and Enterprises in accordance with its terms except as the same may be limited by bankruptcy and insolvency laws and other similar laws affecting the rights of creditors generally.

(iii) The Whittaker Stock and the Reserve Stock to be issued pursuant to the Plan will, when issued to Enterprises for delivery to MBI pursuant to the Plan, and upon receipt of consideration therefore, be duly authorized, validly issued, fully paid and non-assessable, and have been approved by the New York Stock Exchange for listing thereon, subject to notice of issuance.

(iv) Whittaker has filed a registration statement under the Securities Act of 1933, for, among others, 30,900 of the shares of Whittaker Stock and such registration statement became effective February 28, 1969.

8.4 Approval of Documentation. The form and substance of all certificates, instruments, opinions and other documents delivered to MBI pursuant to this Agreement shall be satisfactory in all reasonable respects to MBI and its counsel.

8.5 Absence of Litigation. No action or proceeding shall have been instituted or threatened prior to or on the Closing Date before any court or any governmental body or authority pertaining to the transactions contemplated by this Agreement, the result of which could prevent or make illegal the consummation of such transactions, or which could be adverse to the business of Tube Co. or Whittaker.

9. FINDERS' OR BROKERS' FEE

Each of the parties to this Agreement represents that it has not dealt with any broker or finder, or any person who may claim entitlement to a broker's or finder's fee, commission or similar compensation, in connection with any of the transactions contemplated by this Agreement, and that, insofar as each knows or its dealings or negotiations are concerned, no finder, broker or other person is entitled to any finder's fee, broker's fee, commission or similar compensation in connection with any of such transactions. Each of the parties to this Agreement agrees to indemnify and hold harmless the other parties against any liability, damage, cost or expense incurred by reason of the breach of the representation and warranty contained in the first sentence of this Section 9.

10. SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION

10.1 Survival. All statements contained in any Exhibit, Schedule, document, certificate or other instrument delivered by or on behalf of any party hereto pursuant to this Agreement, or in connection with the transactions contemplated hereby, shall be deemed to be representations and warranties made pursuant to this Agreement by such party. All representations, warranties and agreements made pursuant to this Agreement shall survive the consummation of the transactions contemplated by this Agreement, and any investigations made by or on behalf of any of the parties, but no claim shall be made by either party under this Agreement after December 31, 1970, except for claims of MBI arising out of or in connection with Sections 2, 3, or 5.6

10.2 Indemnification by MBI. MBI shall indemnify Whittaker and Tube Co. and hold them harmless against and in respect of any and all claims, losses, expenses, obligations and liabilities (including reasonable attorneys' fees) which arise or result from or are related to any breach by MBI of any of its representations, warranties, or agreements under this Agreement provided however, that no claim shall be made by Whittaker under this Agreement as a result of the breach by MBI of any representations, warranties or agreements hereunder, unless and until such claims, losses, expenses, obligations, and liabilities exceed \$25,000. in the aggregate, and any such claim shall be only for the aggregate amounts in excess of \$25,000. Upon the consummation of the transfer of Tube Co.'s stock to Enterprises on the Closing Date, the representations, warranties and agreements of MBI contained in this Agreement shall be deemed to have been made for the benefit of Tube Co. as well as for the benefit of Whittaker and Enterprises.

10.3 Indemnification by Whittaker. Whittaker shall indemnify MBI and hold it harmless against and in respect of any and all damages, claims, losses, expenses, costs, obligations and liabilities (including reasonable attorneys' fees) which MBI may incur or suffer by reason of any breach or failure by Whittaker to perform any of its representations, warranties or agreements in this Agreement provided however, that no claim shall be made by MBI under this Agreement as a result of the breach by Whittaker of any representations, warranties or agreements hereunder, unless and until such claims, losses, expenses, obligations, and liabilities exceed \$25,000. in the aggregate and any such claim shall be only for the aggregate amounts in excess of \$25,000.

11. EMPLOYEES

Whittaker agrees to use its best efforts to maintain the present employees of Tube Co. on the payroll of Tube Co. upon terms and conditions of employment substantially equivalent to their present terms and conditions as long as such employees perform satisfactorily to Tube Co. and a need for their services exists. MBI shall use its best efforts prior to Closing to retain in the employ of Tube Co. all personnel presently on the payroll of Tube Co. MBI further warrants and represents that prior and subsequent to Closing it shall in no way attempt to entice to its employ any of such personnel or otherwise encourage personnel on the payroll of Tube Co. to leave the employ of Tube Co., and that subject to any applicable federal labor relations laws MBI shall not hire or employ, without the express written consent of Whittaker, any person who was employed by Tube Co. as of or subsequent to the date of this Agreement, unless such employment with Tube Co. has been terminated for a period of at least one year. Whittaker warrants and represents that, except as

specifically provided herein, prior and subsequent to Closing neither ~~it~~ nor any subsidiary or affiliated business shall entice to its employ, hire or employ, without the express written consent of MBI, any person who was employed by MBI as of or subsequent to the date of this Agreement, unless such employment has been terminated for a period of at least one year.

12. ADMINISTRATIVE COOPERATION

Until the administrative details of this transaction are completed, the parties shall cooperate in allocating, and reimbursing for, common expenses, including pension costs, insurance premiums, maintenance costs, auto leases, payroll items, and other such expenses, and shall otherwise cooperate in the transitions incident to this transaction. The parties agree that in the allocation of pension amounts between MBI and Tube Co., all determinations of the insurer shall be final and binding on MBI and Whittaker. Whittaker and MBI shall split the common items of stores, supplies, and equipment (e.g. items not usable solely by Tube Co. or by MBI's Platinum Mechanical Department) in the common storage room on a fifty-fifty basis.

13. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, if placed in the United States mail registered or certified, postage prepaid, or if personally delivered, addressed as follows:

MBI:
Matthey Bishop, Inc.
Malvern, Pennsylvania
Attention: The President

WHITTAKER:
Whittaker Corporation
9229 Sunset Boulevard
Los Angeles, California 90069
Attention: The President

Each of the foregoing shall be entitled to specify a different address by giving notice in writing thereof to the other parties in this Agreement.

14. ENTIRE AGREEMENT; MODIFICATIONS;
WAIVERS; HEADINGS

This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar).

15. HEADINGS

Section and subsection headings are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the content thereof.

16. EXHIBITS AND SCHEDULES

The Exhibits, Schedules and other documents referred to in this Agreement are an integral part of this Agreement.

17. SUCCESSORS AND ASSIGNS

All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. GOVERNING LAW

The parties hereby agree that this Agreement has been executed in the Commonwealth of Pennsylvania and shall be governed by the laws thereof.

19. CONFIDENTIAL INFORMATION

Each of the parties hereto, its agents and representatives will hold in strict confidence all data and information, classified or unclassified, obtained from the other, its officers, agents, or representatives, whether pertaining to the financial condition, results or methods of operation, products of such party or otherwise. If for any reason the transactions contemplated by this Agreement are not consummated on the Closing Date, each will return to the other all data, information, and other written material obtained in connection with the transaction contemplated by this Agreement.

20. PUBLICITY

All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and among the parties hereto. None of the parties hereto shall act unilaterally in this regard without the prior written approval of the other parties, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto pursuant to authority given by their Board of Directors, have caused this Agreement to be entered into and signed in their corporate names by their Presidents or Vice Presidents,

and their corporate seals to be hereto affixed and to be attested to by their

Secretary or Assistant Secretary, as of the date and year first above written.

ATTEST:

Elizabeth K. Guttman
Title Asst. Secretary

(SEAL)

ATTEST:

Elizabeth K. Guttman
Title Asst. Secretary

(SEAL)

ATTEST:

R. J. Reiman
Title Secretary

(SEAL)

ATTEST:

R. J. Reiman
Title Secretary

(SEAL)

WHITTAKER CORPORATION

Morton Brooks
Title VICE-PRESIDENT

WHITTAKER ENTERPRISES, INC.

Morton Brooks
Title CHAIRMAN

MATTHEY BISHOP, INC.

O. W. Mahan
Title PRESIDENT

BISHOP TUBE CO.

O. W. Mahan
Title PRESIDENT

Plan of Merger
of
Bishop Tube Co.
into
Whittaker Enterprises, Inc.

1. Terms and conditions: Bishop Tube Co. shall be merged with and into Whittaker Enterprises, Inc., the surviving corporation, and the separate existence of Bishop Tube Co. shall cease.

2. Mode of Carrying Merger into Effect: The merger will be completed by filing Articles of Merger with an effective date of April 1, 1969.

3. Amendment of Articles: Section one of the Articles of Whittaker Enterprises, Inc. shall be amended to read "The name of the corporation is Bishop Tube Co."

4. Conversion of Shares: All of the issued and outstanding shares of Bishop Tube Co. shall be surrendered to Whittaker Enterprises, Inc. for cancellation upon the effectiveness of the merger, and Whittaker Enterprises, Inc. shall tender to Matthey Bishop, Inc. ("MBI") (the sole stockholder of Bishop Tube Co.) shares of common stock, \$1 par value, of Whittaker Corporation (the sole stockholder of Whittaker Enterprises, Inc.). No other securities or cash shall be tendered to Matthey Bishop, Inc. The number of shares of Whittaker common stock to be tendered to Matthey Bishop, Inc. shall be determined pursuant to the following:

(a) Upon the effective date of Merger (the stock so delivered being called herein the Whittaker Stock);

(i) In the event that the market value (as hereinafter defined)

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of Whittaker Common Stock shall be between Thirty-Six Dollars and Forty-One Cents (\$36.41) and Forty-One Dollars and Twenty-Six Cents (\$41.26) per share, Whittaker shall issue or cause to be issued One Hundred Forty-Four Thousand Two Hundred (144,200) shares.

(ii) In the event that the market value (as hereinafter defined) of Whittaker Common Stock shall be more than Forty-One Dollars and Twenty-Six Cents (\$41.26) per share, Whittaker shall issue or cause to be issued such number of shares as shall be determined by the following formula:

$$N = \frac{5,950,000}{MV}$$

where N = the number of shares to be issued and MV = market value.

(iii) In the event that the market value of Whittaker Common Stock is less than Thirty-Six Dollars and Forty-One Cents (\$36.41) per share, Whittaker shall issue or cause to be issued such number of shares as shall be determined by the following formula:

$$N = \frac{5,250,000}{MV}$$

where N = the number of shares to be issued and MV = market value.

The term "market value" as used in this section shall mean the average closing price (as hereinafter defined) of a share of Whittaker Common Stock during the ten (10) trading days commencing with the fifteenth trading day prior to Closing, with the price for any period prior to March 11 being the when issued

price. The term "closing price" as used in this section shall mean the closing sale price of a share of Whittaker Common Stock, \$1 par value, on the New York Stock Exchange for any trading day, or if no sale shall have occurred on such Exchange on such day, then the closing sale price on the Pacific Coast Stock Exchange for such day, or if no sale shall have occurred on either Exchange on such day then the mean between the bid and asked prices on the New York Stock Exchange for such day as reported in the Wall Street Journal, Pacific Coast Edition.

(b) Reserve Stock. Whittaker shall set aside and reserve, or cause to be set aside and reserved, for possible issuance to Enterprises for delivery pursuant to Section (c) to MBI (in addition to the Whittaker Stock) a number of shares of its Common Stock, \$1 par value, equal to one-half of the number of shares tendered to MBI at Closing (such additional shares of Whittaker Common Stock are hereinafter referred to as the "Reserve Stock").

(c) Issuance of Reserve Stock. Whittaker shall issue or cause to be issued to MBI shares of Reserve Stock pursuant to the following:

(i) Election for Second Anniversary Distribution. At the election of MBI (which election shall be communicated in writing to Enterprises within ten (10) business days after the second anniversary of the effective date of the merger), Whittaker shall issue to Enterprises and cause Enterprises to deliver to MBI within thirty (30) days following the second anniversary such

number of shares of Reserve Stock as MBI shall elect, not to exceed a number determined pursuant to the following formula:

$$N_2 = \frac{[\$6,000,000 \times A]}{[MV_2 \quad N_1]} - (A + B)$$

(ii) Third Anniversary Distribution. Prior to ten (10) business days after the third anniversary of the effective date of the merger, MBI shall provide Enterprises with the information set forth in (iii) hereof, and Whittaker shall issue to Enterprises and cause Enterprises to deliver to MBI within thirty (30) days following the third anniversary of the Closing Date such number of shares of Reserve Stock as shall be determined pursuant to the following formula:

$$N_3 = \frac{[\$6,720,000 \times N_1 - (A + B + C)]}{[MV_3 \quad N_1]} - [N_1 - (A + B + C)]$$

Definitions: For the purposes hereof, the following symbols shall have the meanings as set forth:

N_2 shall mean the maximum number of shares of Stock to be issued following the second anniversary, if the election provided for in (i) above is exercised.

MV_2 shall mean the average closing price of Whittaker Common Stock on the New York Stock Exchange (as recorded in the Wall Street Journal, Pacific Coast Edition) for the thirty (30) trading days next preceding said second anniversary.

N_1 shall mean the number of shares of Whittaker Stock.

A (hereinafter referred to as "Elected Shares") shall mean that number of the original shares of Whittaker Stock (e. g., those shares issued at Closing) still held on the second anniversary of the Closing Date on which MBI elects to receive Reserve Stock pursuant to the provisions of (i) above.

B shall mean the number of shares of Whittaker Stock sold (which includes any transfer for consideration) prior to the second anniversary of the Closing Date.

N_3 shall mean the number of shares of Reserve Stock to be issued following the third anniversary of the Closing Date, which shall not exceed the total number of shares of Reserve Stock minus N_2 .

MV_3 shall mean the average closing price of Whittaker Common Stock on the New York Stock Exchange (as recorded in the Wall Street Journal, Pacific Coast Edition) for the thirty (30) trading days next preceding said third anniversary.

C shall mean that number of the shares of Whittaker Stock which were sold between the second and third anniversaries of the Closing Date in excess of the Elected Shares.

(iii) Notice of MBI Transactions. Upon any request by MBI for issuance of Reserve Shares, and upon any reasonable request by Whittaker, MBI will inform Whittaker as to shares acquired under this Plan: (a) the number of shares acquired

(b) the number of shares sold, and (c) the balance of shares held by MBI.

(d) Fractional Shares. Whittaker shall not be required to issue or cause to be issued any fractional shares of Whittaker Stock pursuant to this Agreement and any fractional share resulting from any computations pursuant to this Plan shall be increased by 0.5 and any then resulting fraction shall be eliminated.

(e) Adjustment of Stock. For all relevant purposes of this Plan, the number of shares of Whittaker Stock and Reserve Stock to be delivered shall be appropriately adjusted to take into account any stock split, stock dividend, reverse stock split, recapitalization, merger, reorganization, or like change in the outstanding Common Stock of Whittaker the record date for which is between the effective date of this Plan and the date when any of such shares shall be required to be delivered.

(f) Assignment of Right to Reserve Shares. The right of MBI to cause Whittaker to deliver any or all of the Reserve Shares shall not be assignable or transferable in any manner whatsoever by MBI.

5. No Additional Consideration. Matthey Bishop, Inc. shall receive only shares of Whittaker Corporation Common Stock (or the equivalent stock of any successor in interest to Whittaker Corporation) in exchange for the shares of stock of Bishop Tube Co., and shall receive no other cash, securities, or consideration therefor.

WHITTAKER CORPORATION

9229 Sunset Boulevard
Los Angeles, California 90069

January 15, 1969

NOTICE RE STOCK SPLIT, STOCK DIVIDEND AND DISTRIBUTION OF STOCK PURCHASE WARRANTS

The Board of Directors of Whittaker Corporation at a meeting held January 5, 1969 declared a two-for-one Common Stock split, declared a three percent Common Stock dividend on the shares outstanding after the split, and authorized the issuance of Stock Purchase Warrants to holders of Common Stock.

Holders of Common Stock of Whittaker of record at the close of business on January 31, 1969 will be entitled to receive the stock split and stock dividend. It is expected that certificates will be distributed in March 1969. In order to avoid the issuance of fractional shares, fractional interests will be issued to an agent for the shareholders with directions to sell all of the fractional interests and distribute the proceeds ratably among the shareholders entitled to such fractional interests. The proceeds from sale of the fractional interests will be distributed concurrently with the additional stock certificates.

The record date for the determination of shareholders entitled to receive Stock Purchase Warrants will be the later of January 31, 1969 or such date as shall be at least six business days after the date on which registration of the Stock Purchase Warrants under the Federal Securities Act of 1933 becomes effective. It is expected that a registration statement covering the Stock Purchase Warrants will be filed with the Securities and Exchange Commission in January 1969.

Stock Purchase Warrants will be issued to holders of Common Stock on the basis of one Stock Purchase Warrant for each ten shares of Common Stock held of record on the record date. As with the stock split and stock dividend, fractional interests will be deposited with an agent who will sell the fractional interests and distribute the proceeds ratably among the holders of Common Stock entitled thereto.

Each Stock Purchase Warrant entitles the holder thereof to purchase one share of Whittaker Common Stock for \$50 and expires on the tenth anniversary of the date of issuance. It is intended that the Stock Purchase Warrants will be listed on the American Stock Exchange and that they will be distributed in March 1969.

WHITTAKER CORPORATION

Bertin A. Weyl
Secretary

REGISTRATION AGREEMENT

THIS REGISTRATION AGREEMENT is made as of April 1, 1969 by and between WHITTAKER CORPORATION, a California corporation ("Whittaker") and MATTHEY BISHOP, INC. (hereinafter referred to as "MBI").

WHEREAS, MBI will receive shares of Whittaker Common Stock, \$1.00 par value, pursuant to an Agreement and Plan of Reorganization ("Agreement") dated February 28, 1969; and

WHEREAS, the sale or other disposition of such shares by MBI may be limited by the Securities Act of 1933, as amended, (the "Act");

NOW THEREFORE

1. Whittaker has filed with the Securities and Exchange Commission a registration statement under the Securities Act of 1933 for the purpose of registering under said Act certain Shares of the Common Stock, \$1.00 par value, of Whittaker. Included in the shares referred to in such registration statement are 30,900 shares of the Whittaker Stock (as defined in the Agreement) owned by MBI. Whittaker caused such registration statement to become effective on February 28, 1969, and as of the date hereof there has been no stop order issued with respect to such registration statement, nor has Whittaker any knowledge of any proceedings to that effect.

The foregoing registration statement provides that the shares of Whittaker Stock are offered on a when, as and if issued basis by MBI, and provides that such shares will be sold from time to time over the New York Stock Exchange, the Pacific Stock Exchange or on the over-the-counter markets at prices prevailing from time to time, and acknowledges that the shareholders selling shares thereunder may be deemed to be underwriters as that term is defined in the Act. MBI hereby represents and warrants to Whittaker that the information included in such registration statement with respect to the shares being offered by MBI is true and correct, and that it will make no sales of the registered shares of the Whittaker Stock except in the manner provided in the foregoing registration statement.

2. During the twelve-month period preceding each of the first, second, third, fourth and fifth anniversaries of the Closing Date under the Agreement, Whittaker shall file with the Securities and Exchange Commission a registration statement under the Act, and at least ten days prior to the initial filing of each such registration statement, Whittaker shall give MBI written notice of its intent so to file a registration statement, setting forth in such notice (i) a statement of the nature of the offering to be made in such registration statement, (ii) the names

of the principal underwriters, if any, (iii) the terms of the offering, including underwriting discounts, and (iv) a time schedule setting forth the planned effective date of the registration statement. No such notice shall be given within 120 days of the most recent offer to register shares, other than an offer rejected by MBI under the last sentence of this paragraph. At least 20 days prior to such planned effective date (but no sooner than 10 days after the date of the foregoing notice), MBI shall advise Whittaker of its election to include in such registration statement such number of shares of Whittaker Common Stock as MBI elects, provided that Whittaker shall not be obligated to include in any registration statement such stock with an aggregate market value on the filing date of less than \$250,000. The notice of election by MBI shall include such further information as may then be requested by Whittaker and required by Section 6 of, and the Rules and Regulations of the Commission under, the Act, in order to enable the registration statement to become effective as to such shares to be offered by MBI. If the securities which are the subject of a registration statement are to be offered through an underwriter or group of underwriters, MBI may elect to have its stock sold through such underwriter or group of underwriters in the same manner as the other securities which are the subject of the registration statement, in which case MBI will pay to such underwriter or group of underwriters a commission in respect of its stock at the same rate as the commission to be paid to such underwriter or group of underwriters in respect of the other securities which are the subject of the registration statement. If the underwriter or underwriters require the foregoing arrangement and MBI is unwilling to so participate, then such MBI stock shall not be included in said registration statement, the said registration statement shall not fulfill Whittaker's obligation under this paragraph, and Whittaker shall remain obligated to give MBI written notice of its intent to file a registration statement for the then current twelve-month period in accordance with this paragraph.

Notwithstanding the foregoing, Whittaker shall not be obligated to file a registration statement in any year in which it has given MBI notice of its intention to so file, and MBI fails to elect to include shares of Whittaker Common Stock in the proposed registration statement as required by the foregoing. Whittaker's obligations under this agreement shall in any event terminate (i) on March 31, 1974 or (ii) on such earlier date as MBI has disposed of all of the Whittaker Common Stock received pursuant to the Agreement, or (iii) in the event counsel for MBI and Whittaker's general counsel concur that MBI's shares of Whittaker Stock may be sold without prior compliance with the provisions of Section 5 of the Act.

3. With respect to each registration statement covering any shares of Whittaker Stock owned by MBI, Whittaker agrees to use its best efforts to cause such registration statement to become effective on the planned effective date, and in furtherance of this objective, agrees to file with and furnish to the Commission such documents and information which may be reasonably requested to enable the Commission to permit the registration statement to become effective under the Act. As to each effective registration statement, Whittaker agrees that it will use

its best efforts to keep the prospectus included therein supplemented and amended as required by the Act so that MBI may deliver to purchasers of registered stock from it a prospectus meeting the requirements of Section 10 of the Act, as required by the provisions of Section 5(b) of the Act. If for any reason a prospectus then in effect becomes, for any period of time, insufficient to meet the foregoing requirements, Whittaker agrees to promptly notify MBI of such fact, in which event MBI agrees to take the action required by the provisions of paragraph 5 hereof.

If, in spite of the continued best efforts of Whittaker and the cooperation of MBI any registration statement covering shares of Whittaker stock owned by MBI has not become effective within six months from the date of originally intended effective date thereof, and Whittaker has not otherwise satisfied its obligations hereunder through and including the next preceding anniversary of the Closing Date, MBI may, but shall not be obligated to, require Whittaker to repurchase at a price of \$ per share the shares included in such registration statement by tendering certificates representing the shares to Whittaker at its office in Los Angeles, California accompanied by a notice of such election and appropriately endorsed stock powers in blank.

As to shares included in an effective registration statement, MBI agrees to advise Whittaker monthly in writing of all sales of the registered shares, setting forth the dates thereof, the manner of effecting such sales, and the purchase price for the shares sold.

4. All costs and expenses incurred in connection with the preparation, filing and processing of each registration statement shall be allocated among all of the selling shareholders thereunder in the same proportion that the offering price of the securities to be offered by each bears to the aggregate offering price of all securities offered thereunder. Similarly, the costs of supplementing and amending any prospectus shall be borne pro rata as above by the selling shareholders whose shares have not, as of the date of the preparation of such amendment or supplement, been sold, and only to such extent. Such costs and expenses will include all accounting and legal fees, "Blue Sky" fees and costs incurred in connection therewith, and costs and expenses of Whittaker's employees to the extent that the financial statements and other information used in connection with the registration statement are prepared by such persons (but not including the costs and expenses incurred by Whittaker in connection with the regular and usual audit of its fiscal year-end financial statements.) In no event, however, shall MBI bear more than one-half of the costs and expenses of any registration or amendment.

5. MBI acknowledges that it may be deemed to be an "underwriter", as that term is defined in Section 2 (11) of the Act, with respect to shares of Whittaker Stock (hereafter referred to as "Offered Stock") for some period of time which is presently indefinite, and that the public offer or sale by it of any Whittaker

stock must comply with the requirements of Section 5 of the Act so long as it is so deemed to be an underwriter. MBI will, (i) upon notice from Whittaker that a registration statement or any prospectus contained therein in the possession of MBI or in the possession of any broker or other person acting in behalf of MBI is required to be revised, amended, supplemented or replaced, cause all copies of such registration statement and prospectus to be promptly returned to Whittaker, and MBI shall cease to make any public offer or sale of Offered Stock until Whittaker shall have revised, amended, supplemented or replaced such registration statement and prospectus; (ii) advise Whittaker in writing of any offer, sale, or other disposition by it of any Offered Stock (except in the manner provided in a then current prospectus) on or before the date thereof; (iii) not effect any stabilization transactions or engage in any stabilization activity in connection with Whittaker stock; (iv) not, until 40 days after it shall have sold all of its Offered Stock, bid or purchase for any account in which it has a beneficial interest, any Whittaker stock other than in transactions permitted pursuant to Rule 10b-6(a) under the Securities Exchange Act of 1934; (v) not, until it has sold all of its Offered Stock, attempt to induce any person to purchase any Whittaker stock other than in transactions permitted pursuant to said Rule 10b-6(a); (vi) not, until it has sold all of its Offered Stock, pay any compensation for soliciting another to purchase any securities of Whittaker; (vii) not make any offers or sales of its Offered Stock on the New York or Pacific Coast Stock Exchanges through a broker or brokers, other than as provided in an appropriate registration statement; and (viii) execute, deliver and/or file with Whittaker, any underwriter under a registration statement and/or the Securities and Exchange Commission, as well as any other federal, state or governmental agency such information, undertakings, representations, statements and agreements as may be necessary or appropriate in connection with the implementation of this Agreement or may be necessary or required under the Act or the Securities Exchange Act of 1934 (including the Rules and Regulations thereunder) or under any other laws or rules and regulations of any federal, state or governmental agency.

6. MBI will indemnify and hold harmless Whittaker, each of its directors and officers, the underwriters, and each person offering securities under a registration statement and each person, if any, who "controls" Whittaker (as that term is defined under Rule 405 of the General Rules and Regulations of the Securities and Exchange Commission under the Act), against any losses, claims, damages, or liabilities (or actions in respect thereof) arising out of or based upon any untrue or alleged untrue statement of any material fact contained therein, or any amendment or supplement thereto, arising out of or based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission was made in reliance upon or in conformity with any written information furnished by MBI or its representative or agent, and will reimburse any legal and other costs and expenses reasonably incurred by Whittaker or such directors, officers, underwriters or controlling persons in connection with investigating or defending against any

such loss, claim, liability, or action; provided however that the indemnity agreement contained in this Section 6 shall not apply to any amounts paid to any claimant in settlement of any suit or claim unless such payment is first approved by MBI.

7. Whittaker will indemnify and hold harmless MBI against any losses, claims, damages, or liabilities (or actions in respect thereof) arising out of or based upon any untrue or alleged untrue statement of any material fact contained in a registration statement (or any post-effective amendment thereto), any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse any legal and other costs or expenses reasonably incurred by MBI in connection with investigating or defending any such loss, claim, damage, liability or action, provided however that (i) Whittaker will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon or in conformity with any written information furnished by MBI or its representative or agent or any underwriter, and (ii) Whittaker shall not be required to indemnify MBI for any payment made to any claimant in settlement of any suit or claim unless such payment is approved by Whittaker.

8. Any notice, request, instruction, or other document to be given hereunder to any party shall be in writing, delivered personally or sent by first class registered or certified mail, postage prepaid as follows:

If to Whittaker, addressed to:

WHITTAKER CORPORATION
Attention: The President
9229 Sunset Boulevard
Los Angeles, California 90069

If to MBI, addressed to:

MATTHEY BISHOP, INC.
Attention: The President
Malvern, Pennsylvania

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

WHITTAKER CORPORATION

By: _____

MATTHEY BISHOP, INC.

By: _____

Whittaker Corporation
9229 Sunset Boulevard
Los Angeles, California 90069

Gentlemen:

You have entered into an Agreement and Plan of Reorganization (the "Agreement") whereby all of the outstanding capital stock of Bishop Tube Co. ("Tube Co.") shall be tendered in exchange for certain shares of the Common Stock, \$1.00 par value, (the "Common Stock") of Whittaker Corporation ("Whittaker"). The undersigned is sole shareholder of Tube Co. and is familiar with the terms and provisions of the Agreement.

Subject to the provisions of said Agreement providing for the registration by you of any or all of such Common Stock, it is our intention to receive and hold the Common Stock which we may receive as a result of the consummation of the transactions contemplated pursuant to the Agreement without any view to the distribution thereof except as may be permitted by the Securities Act of 1933, as amended, and the Rules and Regulations promulgated thereunder.

We agree that a legend reading as follows may be placed on any share certificates representing the stock received by us and not included in any effective registration under the Securities Act of 1933:

"NOTICE: The shares represented by this certificate were issued without registration under the Securities Act of 1933. No transfer or other disposition may be made of any of such shares except in accordance with the terms of an Agreement and Plan of Reorganization between Whittaker Corporation, Matthey Bishop, Inc., and others dated February 28, 1969, a copy of which is on file in the offices of Whittaker Corporation."

Upon registration of any or all of the Common Stock, you shall issue certificates without legend therefore promptly upon tender of the appropriate restricted certificates. We agree that Whittaker may place with its Transfer Agent or Agents such "Stop Transfer" notices or orders as it may deem necessary or desirable in connection with possible transfers of certificates for shares of stock upon which such legend may be affixed.

EXHIBIT D

JMI000048

Whittaker Corporation
Page Two
Exhibit D

We understand that Whittaker may rely upon this letter in connection with consummating the Agreement and issuing the shares of stock without registration under the Securities Act of 1933, as amended.

Very truly yours,

MATTHEY BISHOP, INC.

By: _____

BISHOP TUBE CO.

CERTIFICATION OF FINANCIAL STATEMENTS

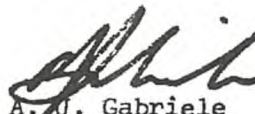
In our opinion, the accompanying Balance Sheet presents fairly the financial position of Bishop Tube Co. as of January 31, 1969, prepared in conformity with generally accepted accounting principles.

In our opinion the accompanying income statements present fairly the results of the operations of the Tubular Products Department of Matthey Bishop, Inc. for the period from April 1, 1968 to November 8, 1968, and Bishop Tube Co. for the period from November 9, 1968 to January 31, 1969, prepared in conformity with generally accepted accounting principles.

These accounting principles have been applied consistently during the periods reflected in the statements, and are consistent with the accounting principles applied in the prior year's financial statements of Matthey Bishop, Inc. as they apply to the Tubular Products Department.



T. J. Payne
Vice President & Treasurer



A. U. Gabriele
Controller

February 14, 1969

TUBULAR PRODUCTS DEPARTMENT AND BISHOP TUBE CO..

INCOME STATEMENTS

April 1, 1968 - January 31, 1969
(Unaudited)

	Tubular Products Department April 1, 1968 to November 8, 1968	Bishop Tube Co. November 9, 1968 to January 31, 1969	Combined April 1, 1968 to January 31, 1969
NET SALES	<u>\$3,287,913</u>	<u>\$1,216,340</u>	<u>\$4,504,253</u>
COST OF SALES			
Payroll Costs	\$1,168,813	\$ 439,647	\$1,608,460
Raw materials (Note 5)	664,270	302,704	966,974
Depreciation	87,174	22,841	110,015
Other Responsibility costs	627,421	254,722	882,143
Service departments	<u>282,714</u>	<u>103,243</u>	<u>385,957</u>
Cost of Sales	<u>\$2,830,392</u>	<u>\$1,123,157</u>	<u>\$3,953,549</u>
Gross Profit	<u>\$ 457,521</u>	<u>\$ 93,183</u>	<u>\$ 550,704</u>
SELLING EXPENSES	\$ 198,431	\$ 71,578	\$ 270,009
GENERAL & ADMINISTRATIVE	<u>126,353</u>	<u>41,861</u>	<u>168,214</u>
	<u>\$ 324,784</u>	<u>\$ 113,439</u>	<u>\$ 438,223</u>
Net income from Operations	\$ 132,737	\$ (20,256)	\$ 112,481
RESEARCH & DEVELOPMENT	20,058	3,549	23,607
OTHER EXPENSES (INCOME) NET	<u>(49,067)</u>	<u>34,024</u>	<u>(15,043)</u>
Net income before Profit Sharing and Taxes	\$ 161,746	\$ (57,829)	\$ 103,917
PROVISION FOR PROFIT SHARING	<u>71,400</u>	<u>35,421</u>	<u>106,821</u>
Net income before Taxes	\$ 90,346	\$ (93,250)	\$ (2,904)
PROVISION FOR (REDUCTION IN) INCOME TAXES	<u>49,800</u>	<u>(51,000)</u>	<u>(1,200)</u>
Net Income (Loss)	<u>\$ 40,546</u>	<u>\$ (42,250)</u>	<u>\$ (1,704)</u>

The accompanying notes are an integral part of these statements.

JMI000051

BISHOP TUBE CO.

BALANCE SHEET

January 31, 1969
(Unaudited)A S S E T S

CURRENT ASSETS:

Cash		\$	5,000
Receivables -			
Trade accounts	\$ 451,058		
Preferred Distributors, current portion	318,329		
	<u>\$ 769,385</u>		
Less: Allowance for doubtful accounts & returns	25,000		744,385
Claims receivable			23,000
Inventories (Note 1) -			
Supplies	\$ 50,000		
Raw materials	568,723		
Work in process and finished goods	688,086		
	<u>\$1,306,809</u>		
Less: Inventory reserve	25,000		1,281,809
Total current assets			<u>\$2,054,194</u>

PLANT AND EQUIPMENT, at cost, less reserves
for depreciation:

	<u>Cost</u>	<u>Less Reserves</u>	
Land (approx. 10 acres)	\$ 6,271	\$ -	
Buildings (Plants 5 & 8)	1,508,830	593,258	
Machinery and equipment, etc.	1,399,818	731,516	
Construction in Progress (Note 4)	<u>48,035</u>	<u>-</u>	
Total plant & equipment	\$2,960,954	\$1,324,774	\$1,636,180

NONCURRENT RECEIVABLES -

Preferred Distributors	\$ 544,639	
Less: Deferred income	<u>40,600</u>	504,039
Net operating loss carry forward (Note 3)		<u>51,000</u>

Total Assets \$4,245,413

The accompanying notes are an integral part of this statement.

LIABILITIES

CURRENT LIABILITIES:

Due to Parent	\$1,024,580
Accounts payable	55,392
Accrued expenses	111,090

Total current liabilities

\$1,191,062

STOCKHOLDER'S INVESTMENT:

Common stock, 1,000 shares at \$100 par value	\$ 100,000
Capital surplus	2,996,601
Accumulated deficit	<u>(42,250)</u>

Total Stockholder's investment

\$3,054,351

Total Liabilities & Stockholder's Investment

\$4,245,413

BISHOP TUBE CO.

NOTES TO FINANCIAL STATEMENTS

January 31, 1969

(1) INVENTORY VALUATION

Raw materials are valued at standard cost (on specific identification basis).

Work in process and finished goods are valued at prime cost (raw materials and direct labor but excluding manufacturing overhead costs). The affect on the net income for the period April 1, 1968 to January 31, 1969, is as follows:

Manufacturing overhead costs excluded from April 1, 1968 inventory	\$486,000
Manufacturing overhead costs excluded from January 31, 1969 inventory	<u>708,000</u>
Net Increase during the period	\$222,000
Income tax effect	<u>122,000</u>
Decrease in net income due to exclusion of manufacturing overhead costs from inventory	<u>\$100,000</u>

Supplies inventory represents an estimated cost of such items applicable to Bishop Tube Co. and 50% of the cost of common stores items on books of the parent company.

All inventories (raw material, supplies, work in process and finished goods) reflect book balances and are not based on a physical inventory. Physical inventories will be taken between February 1, 1969 and March 31, 1969, and March 31, 1969 inventories reported will be adjusted to physical.

A reserve for inventory writeoffs, write downs and adjustments, in amount of \$25,000 is reflected in the financial statements at January 31, 1969.

(2) PENSION PLANS

The Company has two pension plans. One plan covers all hourly employees meeting length of service requirements, is noncontributory, and guaranteed group deferred annuities are purchased. The other plan covers salaried employees, meeting length of service requirements, and has both contributory and noncontributory features. Guaranteed group deferred annuities are not purchased but funding covered under the Deposit

NOTES TO FINANCIAL STATEMENTS (cont.)

Administration technique. Since these plans were revised during the current fiscal year, past service costs are indeterminable at January 31, 1969, but this information should be available prior to issuance of March 31, 1969 financial statements.

(3) INCOME TAX LIABILITY

There is no income tax liability at January 31, 1969 due to a net loss since date of incorporation (November 8, 1968). The affect of a net operating loss carry forward is reflected on the Balance Sheet at January 31, 1969. The parent company, Matthey Bishop, Inc., plans to file consolidated federal tax return including Bishop Tube Co., for the fiscal year ending March 31, 1969. Bishop Tube Co. will be billed by Matthey Bishop, Inc. for its applicable tax liability, if any, prior to the due date for filing such returns. In Pennsylvania, consolidated tax returns may not be filed nor may losses be carried forward. However, transfers of losses between corporations are allowed. If Bishop Tube Co. has a tax loss at March 31, 1969, it will transfer such loss to Matthey Bishop, Inc., for an amount equivalent to the tax benefit. At January 31, 1969, an amount equivalent to the tax benefit at that date is included in net operating loss carry forward.

(4) CONSTRUCTION IN PROGRESS

All capital additions during the fiscal year are recorded as Construction in Progress. At the end of the fiscal year, March 31, all costs except for uncompleted projects, are transferred to the applicable plant and equipment classification. Depreciation on estimated completed projects is built into the normal depreciation provisions during the year, and adjusted to actual at the end of the fiscal year.

(5) RAW MATERIAL VARIANCES

Since the date of incorporation (November 8, 1968) approximately \$62,000 in unfavorable raw material purchase variances has been reflected in the Income Statement (\$28,000 net of income taxes). This was caused primarily by the Company's inability to receive lower priced foreign stock because of the dock strike in eastern ports, resulting in all purchases during the period being higher priced domestic raw materials.

BISHOP TUBE CO.
ACCOUNTS RECEIVABLE

January 31, 1969

The Accounts Receivable amounts are as follows:

Regular Trade Accounts	\$ 451,056	
Preferred Distributors (current portion)	318,329	
Deferred Receivables - preferred distributors	\$544,639	
Less deferred income on deferred receivables	<u>40,600</u>	<u>504,039</u>
Total Accounts Receivable		<u><u>\$1,273,424</u></u>

Aged Trial Balances of all receivables are contained in "Bishop Tube Co., Exhibits (Tab Runs)" binder under Exhibit F.

BISHOP TUBE CO.

TANGIBLE PROPERTY

January 31, 1969

	Cost-----	Depreciation Reserve-----	Net Book Value-----
LAND (approx. 10 acres - subject to survey)	\$ 6,271	\$ -	\$ 6,271
BUILDINGS	1,506,830	593,258	913,572
MACHINERY & EQUIPMENT	1,395,724	728,844	666,880
OFFICE FURNITURE & FIXTURES	1,244	1,009	235
MISCELLANEOUS	2,850	1,663	1,187
CONSTRUCTION IN PROGRESS (Exhibit P)	<u>48,035</u>	<u>-</u>	<u>48,035</u>
	<u>\$2,960,954</u>	<u>\$1,324,774</u>	<u>\$1,636,180</u>

Listings in detail by above classifications are contained
in "Bishop Tube Co. - Exhibits (Tab Runs)" binder under
Exhibit G.

BISHOP TUBE CO.

TANGIBLE PROPERTY - Under Lease as of January 31, 1969

(Copies of Leases attached hereto)

1. Large Welder No. 2 - owner Union Steel Co.
Annual rental, Minimum \$8,500; Maximum \$20,000, depending on usable footage produced. Condition of equipment - good. Refer to sections 8 and 16 of Lease contract for termination rights.

Welder No. 1 also covered in this Lease was purchased March 7, 1967 and is no longer a part of such lease. See attached Bill of Sale for purchase.

Attached also is a letter dated December 6, 1966 stating sales value of the welders at that time.

Assignment of this Lease to Bishop Tube Co. is in process, see letter attached.
2. Magnetic Analysis Multi Frequency Equipment - owner Magnetic Analysis Corporation. Dated November 5, 1959, term year to year automatically renewed. Monthly rental is minimum of \$250 plus hourly usage charges. Condition of equipment - good.
3. Ultrasonic Drawing Equipment - owner Aeroprojects, Inc. Dated August 16, 1966. Rental \$405 per month, presently year to year lease. Condition of equipment - good.
4. Outside salesmen's Automobiles are leased under contract with Hertz leasing, under a standard automobile leasing arrangement.

BISHOP TUBE CO.

INVENTORY

January 31, 1969

Raw Material	\$ 568,723
Work in Process	612,691
Finished Goods	<u>75,395</u>
	<u>\$1,256,809</u>

Details are contained in "Bishop Tube Co. - Exhibits
(Tab Runs)" under Exhibit H.

REAL PROPERTY
of
BISHOP TUBE CO.

A description and survey of the parcel of real property owned by Bishop Tube Co. is attached to this Exhibit.

The buildings and improvements on such parcel consist of two buildings, known as Plant No. 5 and Plant No.8, respectively, and a storage shed. Also on such parcel, subject to the rights of Philadelphia Electric Co., is a transformer and transformer shed serving both the parcel and an adjacent parcel occupied by Matthey Bishop, Inc.

A title insurance policy shall be obtained for such parcel containing the following exceptions:

1. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose, or which are visible on the ground.
2. Under and subject to any and all rights of the Pennsylvania Railroad Co., however acquired, including the right to elevate or depress its tracks.
3. Title only to real estate insured, title to chattels, equipment, appliances, personal property, etc. excepted.
4. Stream crosses premises; water rights and rights of others therein excepted.
5. Easement of wires attached to and crossing premises.
6. Right of Way Agreement; J. Robert Thorp to Philadelphia Electric Co. dated 4/16/53 recorded in Misc. Deed Book 97, Page 446.
7. Covenants, exceptions and reservations as in Deed Book Y, Page 21; Deed Book S-21, Volume 515, Page 470; Deed Book H-21, Page 501.
8. Right of Way in Deed conveying premises adjoining to West, from Pennsylvania Railroad Company to Socony-Vacuum Oil Co. dated July 31, 1946 recorded October 18, 1946 in Deed Book G-22, Page 189 to use one-half of Hood Road now abandoned.

9. Grant, Pennsylvania Railroad Company to Susquehanna Pipe Line Co. dated November 24, 1947 recorded April 21, 1948 in Misc. Book 84, Page 561
10. Easement of any pipes extending through premises.
11. Culvert Road (Malin or Hood Road) vacated, right to use private road into Summitt Avenue across premises to West not insured.
12. Part of the premises in the bed of unvacated part of Hood Road (Malvin or Culvert Road) is excepted.
13. Right of Way for water pipe; J. Bishop and Company to Philadelphia Suburban Water Company, dated December 17, 1958 recorded in Deed Book 121, Page 111 on December 23, 1958.
14. Easement for electrical facilities; J. Bishop & Co. Platinum Works to Philadelphia Electric Company, dated October 18, 1957.
15. Lease of Platinum Mechanical Department by Bishop Tube Co. to Matthey Bishop, Inc. dated January 31, 1969.



YERKES ENGINEERING CO.

CONSULTING ENGINEERS • SITE PLANNERS • SURVEYORS

JOHN B. YERKES, P.E.

February 27, 1969

101 CHARLES DRIVE
BRYN MAWR • PA. • 19010
[215] LA 5-6200

Reply to: 26 S. HIGH STREET
WEST CHESTER • PA. • 19380
[215] 692-4411

The following is a description for a deed of part of land belonging to the Matthey Bishop Company, situate in East Whiteland Township, Chester County, Pennsylvania, according to a plan and survey made by the Yerkes Engineering Company, West Chester, Pennsylvania, dated February 26, 1969. Being Tract No. 1 on said plan.

Beginning at a point set at the intersection of the Southerly right of way line of the Pennsylvania Railroad Company (Trenton cut-off) and the center line of Malin Road; thence leaving Malin Road and extending along the Southerly right of way line of Pennsylvania Railroad Company (Trenton cut-off) North 83 degrees 46 minutes East 964.72 feet to a concrete monument; thence leaving the railroad right of way and extending along various owners of the General Warren Village Development, South 6 degrees 14 minutes East 682.73 feet to an iron pin; thence extending along tract No. 2, land being retained by Matthey Bishop Company South 82 degrees 02 minutes West 754.66 feet to an iron pin set in a line of land belonging to Jerre H. Lieberman; thence extending along land of Jerre H. Lieberman and partly along land of Socony Vacuum Oil Company, North 22 degrees 42 minutes West 573.49 feet to a point set in the middle of Malin Road; thence extending along the middle of Malin Road North 23 degrees 19 minutes 40 seconds West 162.78 feet to the first mentioned point and place of beginning.

CONTAINING 13.713 acres of land,
be the same more or less.



JM1000062

MEMBER

IN WITNESS WHEREOF, THE SAID OWNERS HAVE CAUSED THIS SUBDIVISION TO BE DULY EXECUTED THE DAY AND YEAR FIRST BELOW WRITTEN.

SEAL

SEAL

COMMONWEALTH OF
PENNSYLVANIA } SS.
COUNTY OF CHESTER

ON THIS ____ DAY OF _____
19____, BEFORE ME,
THE UNDERSIGNED OFFICER, PERSONALLY
APPEARED _____, AN
OFFICIAL AGENT OF THE MATTHEY BISHOP CO.
KNOWN TO ME TO BE THE PERSON WHOSE NAME
IS SUBSCRIBED TO THIS INSTRUMENT, AND
ACKNOWLEDGED THAT THE SUBDIVISION
SHOWN ON THIS PLAN IS MADE WITH HIS
FREE CONSENT AND THAT IT IS DESIRED
TO BE RECORDED SAME.

IN WITNESS WHEREOF, I HEREBY SET
MY HAND AND OFFICIAL SEAL.

SEAL

APPROVED:

EAST WHITELAND TWP ENGINEER

DATE

APPROVED:

EAST WHITELAND TWP PLANNING COMM.

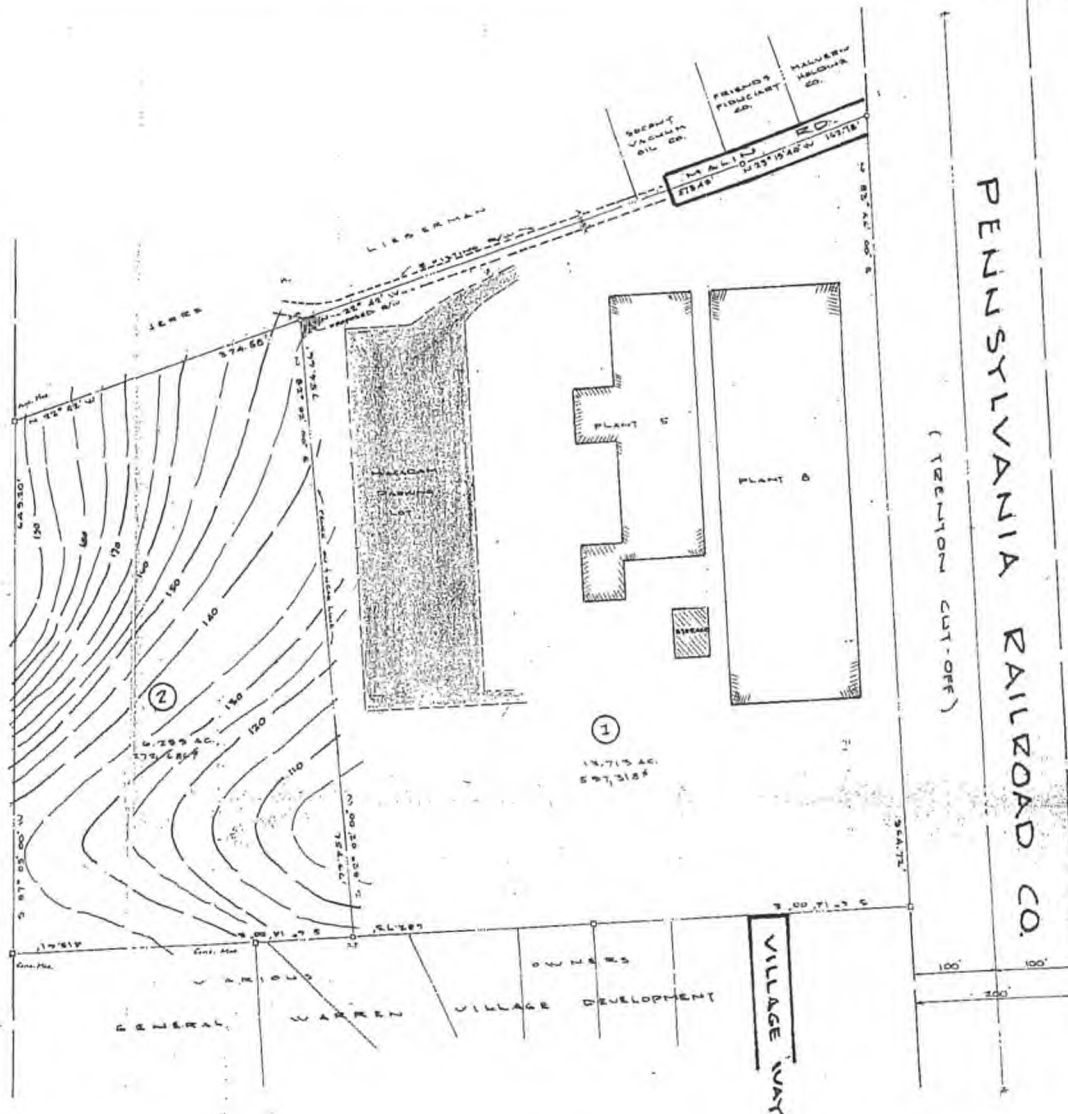
DATE

APPROVED BY THE CHESTER
COUNTY PLANNING COMMISSION
THIS DAY OF _____ 19____

SECRETARY

- NOTES:
1. BUILDINGS AND PARKING LOT ARE APPROXIMATE LOCATIONS SHOWN.
 2. TOTAL SURFACE IS FROM PLAN OF A HIGHWAY AND COMPANY NO. 1A, DATED MAY 21, 1948.
 3. TRACT 22 SURVEYED IN THE FIELD FEB. 21, 1948.
 4. SURVEYED BY OTHERS: SH. ASSUMED 100.00

PENNSYLVANIA RAILROAD CO.
(MAIN LINE)



YERKES ENGINEERING CO.
22 SOUTH HIGH STREET
WEST CHESTER, PENNA.

CONSULTING ENGINEERS
SITE PLANNERS
SURVEYORS



SUBDIVISION

OF LAND OF

MATTHEY BISHOP CO.

E. WHITELAND TOWNSHIP • CHESTER COUNTY • PENNA.

REVISIONS

SCALE: 1" = 100'
JM1000063

PLAN NO.
42-10

DATE: FEB. 24, 1948

EXHIBIT J

January 31, 1969

- A LABOR AGREEMENT, ALSO IN BOOKLET FORM AND PENSION 9/69
AGREED UPON
- B INSURANCE AND PENSION BOOKLETS - COPIES OF POLICY 3548GP
(BASE PENSION) - ALSO POLICY 7142GP (SUPP. PENSION)
- C PROFIT SHARING PLAN EXTRACT
- D COMPLETE COPY GROUP INSURANCE AGREEMENT
- E SALARY CONTINUATION PLAN - LONG TERM DISABILITY INSURANCE -
BOTH POLICIES
- F TRAVEL ACCIDENT POLICY AND MEMORANDUMS RE AIR TRAVEL
- G COPY OF ACTUARIAL REPORTS (PENSION) AND 3 YEARS GROUP INSURANCE
EXPERIENCE
- H D-1 AND D-2 REPORTS, 2 - GREAT WEST, 2 - UNION MUTUAL

JM1000064

EXHIBIT K

January 31, 1969

- A Stocking Service Center Credit and Stocking Agreements
 - 1. Brief History
 - 2. Kilsby Tubesupply
 - 3. Tube Distributors
 - 4. A. B. Murray
 - 5. Jenks Metals, Inc. (cancelled)

- B Refer to Exhibit G for Agreements regarding leases of
 Tangible Property.

- C Purchase Commitments in excess of \$5,000

- D Export Management Agreement

BISHOP TUBE CO..
PREFERRED DISTRIBUTOR AGREEMENTS

January 31, 1969

Brief History - In the latter part of 1950's, certain distributors were extended long term credit on the investment of Bishop tubing held for stock in the distributors' inventory. A formula of 60% investment was used and has continued. The amount is subject to review annually and adjusted accordingly.

As of January 31, 1969, the following preferred distributor agreements (Stocking Service Center Credit and Stocking Agreement) were in effect:

- 1) Kilsby Tubesupply, Los Angeles, California
 - 2) A. B. Murray, Inc., Elizabeth, New Jersey
 - 3) Tube Distributors, Inc., Garden City, Long Island (Note 1)
 - 4) Industrial Stainless Steels, Inc., Boston, Mass. (Note 2)
- including subsidiaries

Attached to this Exhibit are the signed agreements with 1 through 3. There is no signed agreement with Industrial, but a substantial amount of correspondence regarding the arrangement is in the Corporation's files.

Note 1: The stocking agreement with Tube Distributors, Inc. was signed on November 4, 1968, but Tube Distributors preferred not to go along with the financial arrangement at that time and subsequently a temporary financial arrangement was consummated on December 20, 1968. See the attached letter for details. This arrangement was

to be effective until June 30, 1969.

Note 2: Industrial and its wholly owned subsidiary, Eastern Stainless (a Chicago based warehouse) have taken limited advantage of the stocking arrangement. The informal agreement is in the process of being terminated, but the effect, if any, should be negligible and limited to the cleaning of returned saleable material.

Status as of January 31, 1969 of stocking agreements with distributors:

The following represent the current and deferred balances of distributors as of 1/31/69 -

	<u>Current</u>	<u>Deferred</u>	<u>Total</u>	<u>Limit on Deferred Amount</u>
Industrial, including Eastern Stainless	\$ 16,879	\$ 37,414	\$ 54,293	\$ 51,000
Kilsby (see note)	15,457	264,135	279,592	217,953
A. B. Murray	71,425	39,272	110,697	75,000
Tube Distributors	43,039	250,000	293,039	250,000

At January 31, 1969, \$40,600 of deferred profit has been set up on the Corporation's books for estimated profit on agreed upon deferred accounts.

Note: At January 31, 1969 the current deferred amount has not been mutually agreed upon. Kilsby has requested a deferred amount of \$143,032 for regular inventory and \$74,921 for the McDonnell-Douglas annual requirements. According to letters of agreement,

the McDonnell-Douglas agreement in January 1968 was temporary, and any new requirements in 1969 would be subject to negotiations. These are currently in progress. See the attached letters of Kilsby dated December 31, 1968 and T. J. Payne letter of January 20, 1969.

As of January 28, 1969 a prior stocking agreement with Jenks Metals, Miami, Florida was cancelled. At January 31, 1969, the status of this account showed \$125,345 due, With \$136,000 as the deferred amount. Under the agreement the inventory can be returned if the agreement is cancelled if the material is in saleable condition or the distributor pays the reconditioning charges. The agreement and letter of cancellation are also attached herewith.

JM1000068

BISHOP TUBE CO.

February 11, 1969

PURCHASE COMMITMENTS

COMMITMENTS OF \$5,000 OR MORE PER ORDER OR CONTRACT
WHICH ARE APPLICABLE TO MBI IN GENERAL

<u>P. O. #</u>	<u>Vendor</u>	<u>Commodity</u>	<u>Approx. \$ Value</u>	<u>Cancel Status</u>
14442	Burk's Janitor	Janitorial Supplies	\$ 7,200	Yes
14598	Chester Valley	Trash Removal	5,000	Yes
14940	General Scientific	Safety Supplies	5,000	Yes
14779	Globe Paper	Shipping Supplies	5,700	No
14616	Hagy	Waste Rags	5,700	Yes
13403	Sun Oil	Heating Oil	24,200	Yes
13402	Sun Oil	Heating Oil	8,500	Yes
14919	West Chester Elec.	Electrical Supplies	10,200	Yes
15691	Delaware Valley Mach.	Lathe	6,400	Yes - if soon
Contract	Burdett	Bulk & Cylinder Gas	100,000	Yes - (90 days)

Note: These are common to the Company in general
 and the only major Bishop Tube Co.
 commitment is for Bulk Gases.

BISHOP TUBE CO.

PURCHASE COMMITMENTS

February 11, 1969

COMMITMENTS OF \$5,000 OR MORE PER ORDER
WHICH ARE APPLICABLE TO BISHOP TUBE COMPANY

<u>P. O. #</u>	<u>Vendor</u>	<u>Commodity</u>	<u>Approx. \$ Value</u>	<u>Cancel Status</u>
15171	Merchants	Bulk Nitric	\$ 5,000	Yes
15802	Textile	Bulk Nitric	5,000	Yes
15229	Chemclene	Trichlorethylene	35,000	Yes
15106	Sharon	304 Strip	5,000	No - March
14350	J & L	304 Strip	10,000	No - Feb & Mar
15107	Sharon	321 Strip	5,200	No - March
15109	A-L	AM-350 Strip	19,000	No - Feb & Mar
15799	A-L	AM-350 Strip	24,000	No - March mak
15101	Gibson	52 Welded	10,000	No - April
15108	Carpenter	20CB3 Welded	7,000	No - April
10790	Nissho	304 Seamless	36,000	No - Feb
13011	Nissho	" "	33,500	No - Feb
14202	Nissho	" "	32,500	No - Apr
15513	Nissho	" "	32,500	Yes-Aug
15514	Nissho	" "	32,500	Yes-Sept
15515	Nissho	" "	32,500	Yes-Nov
15516	Nissho	" "	32,500	Yes-Dec
15104	Sandvik	" "	8,000	No-Apr
15102	C-S	304 Vac Seamless	5,000	No-Apr

JMI000070

February 11, 1969

COMMITMENTS OF \$5,000 OR MORE PER ORDER
WHICH ARE APPLICABLE TO BISHOP TUBE COMPANY

<u>P.O.#</u>	<u>VENDOR</u>	<u>COMMODITY</u>	<u>APPROX. \$ VALUE</u>	<u>CANCEL STATUS</u>
10791	Nissho	316 Seamless	22,600	No-Feb.
14203	Nissho	316 Seamless	21,200	No-May
15517	Nissho	316 Seamless	21,200	Yes-Sept
11457	Nissho	321 Seamless	18,800	No-Feb.
14204	Nissho	321 Seamless	18,800	No-May
15518	Nissho	321 Seamless	18,800	Yes-Oct.
14346	Inco	Inconel 600	25,000	No-Mar.
14345	Inco	Monel K 500	6,500	No-Mar.
13753	A-L	42 Alloy	9,200	No-Mar.
10035	RMI	CP Ti	8,800	No-Feb. Mar.
10457	Wolverine	6Al 4V Ti	9,300	No-Mar.
73933	RMI	3Al 2.5V Ti	16,500	No-On Hold
15110	Nissho	304 Seamless	6,500	Yes-June
16118	U-C	AM 350 Strip	5,900	No-Feb.
15786	Metal Improvement	Peen AM 350	18,000	No
15781	Met Lab	Heat Treat AM 350	6,800	Yes
14760	Eagle Lumber	Wood Boxes	28,000	No
15148	JON Millwork	Wood Boxes	11,600	No

JM1000071

BISHOP TUBE CO.

ADDENDA TO OPEN PURCHASE ORDERS

January 31, 1969

Effective February 12, 1969 the following price increases went into effect for cold rolled stainless steel strip -

<u>Type</u>	<u>Old Base</u>	<u>New Base</u>	<u>% Increase</u>
304	\$44.00/cwt	\$45.75/cwt	4%
304L	51.75	53.50	3%
316	69.75	72.50	4%
316L	77.50	80.25	3%
321	61.50	63.75	3%
347	76.25	78.75	3%

Price protection was given on orders placed prior to January 14th for delivery before April 1st.

The effect at the present and at March 31, 1969 will be insignificant since substantial stocks of inventory are on hand at February 12, 1969.

BISHOP TUBE CO.
EXPORT MANAGEMENT AGREEMENT

January 31, 1969

Agreement between Ballagh & Thrall, Inc., Philadelphia, Penna.
and Bishop Tube Co. (formerly J. Bishop & Co. Platinum Works, presently
Matthey Bishop, Inc.).

Agreement covers the sale of Tubular Products outside the U.S.A.
except Canada.

Dated December 1, 1966. Term - 2 years from effective date and
continuing for 2 years thereafter. No notice to terminate has been
sent to Ballagh & Thrall as of January 31, 1969.

EXPORT MANAGEMENT AGREEMENT

It is agreed that the following conditions will govern the arrangement between BALLAGH & THRALL, INC., 1010 Schaff Building, Philadelphia, as the Export Managers and J. Bishop & Co. Platinum Works the Manufacturer.

1. The Export Managers agree to conduct the sale of the products of the Manufacturer in the Export Managers' territory, consisting of all areas outside of continental United States, ~~except Canada.~~ **The products to be covered by this agreement are limited to those sold by the Tubular Products Department, Mechanical Products Division.**
2. The Export Managers will have jurisdiction over the foreign distribution including licensees, joint ventures and subsidiaries, hereinafter referred to as "licensees", and be entitled to a commission on all sales whose ultimate destination is in the Export Managers' territory. The Manufacturer agrees to forward to the Export Managers for handling and before taking action, all inquiries and orders received whose ultimate destination is in the Export Managers' territory. If any letters require a reply by the Manufacturer, copies are to be sent to the Export Managers.
3. The Manufacturer reserves the right to require payment in full or in part before shipment on any order, and all orders are subject to the acceptance of the Manufacturer's credit department. All goods will be invoiced by the Manufacturer to the customer. The Manufacturer will execute all shipments as promptly as possible and be responsible for adequate packing.
4. The Manufacturer agrees to quote the Export Managers a reasonable price, giving due consideration to the fact that domestic sales and advertising costs should normally be deducted in computing the export price, and to allow no one else as low a price for export.
5. The Manufacturer will remit the Export Managers' commissions promptly after receipt of payment by the customer, or by the tenth of the following month. Commissions to be determined as the overage or difference between the Manufacturer's price to the Export Managers and the Export Managers' sales price to the foreign customer. On all foreign business the Manufacturer may accept direct, the Export Managers are entitled to a commission as calculated above, but not less than 10%. On fees, royalties and other proceeds from licensees, the amounts wanted by the Manufacturer will be increased to allow one-third for the Export Managers.
6. The Manufacturer will provide suitable stationery, literature, and samples with which to conduct this business and will refund to the Export Managers all expenses in the form of postage, cables, telephone calls, printing and mimeographing necessary to carry on such operations. An accurate account of these expenses to be rendered monthly, and a maximum can be fixed at the discretion of the Manufacturer.
7. The Manufacturer will cooperate with suitable advertising in export publications allotted periodically in ratio to the available business, at the discretion of the Manufacturer.
8. In the event of disagreement, in the interpretation of this Agreement, the parties agree to submit the matter to arbitration, under the rules of the American Arbitration Association.
9. This Agreement, binding upon the parties and their partial or complete successors, is effective for two years from date, and will continue thereafter for periods of two years until cancelled by either party giving the other notice in writing, at least six months before the end of each period, of the intention to discontinue. Should the Manufacturer terminate, the Manufacturer agrees to pay the Export Manager one half the regular discount or commission on all sales for a period of six months from termination date, and both parties agree not to employ the personnel of the other for a period of one year after the termination without written consent.

10. See attached sheet, so identified and signed.

J. BISHOP & CO. PLATINUM WORKS

Per Howard J. Roberts
Howard J. Roberts, Vice President

BALLAGH & THRALL, INC.

Per Howard J. Roberts

Dated DEC 1 - 1966

JM1000074

EXPORT MANAGEMENT AGREEMENT between Ballagh & Thrall, Inc. and
J. Bishop & Co. Platinum Works, dated DEC 1 - 1966.

This sheet is the sheet referred to in (10) of the body of the
Export Management Agreement. It is not the valid sheet unless
signed by the ~~same~~ parties who signed the body of the Agreement:

10. It is understood that J. Bishop & Co. Platinum Works will continue
to sell bona fide domestic warehouses and will not have control
over any Bishop products which those warehouses sell in the
Export Market.

J. BISHOP & CO. PLATINUM WORKS

BALLAGH & THRALL, INC.

Per Howard S. Roberts
Howard S. Roberts, Vice President

Per J. Thrall

EXHIBIT L

as of January 31, 1969

	<u>Insurance Company</u>	<u>Date of Expiration</u>	<u>Coverage</u>	<u>Amount of Coverage</u>
1)	Pa. Manuf. Assoc. Ins. Co.	4/1/69	Workmens Compensation	Pa. law legal requirements +\$100,000 employers liability
2)	Home Insurance Co.	7/16/69	Transportation of all non precious metals, such as tubing	Surface \$50,000 Air 10,000
3)	Pa. Mfgs. Assoc. Ins. Co.	4/1/69	Property Damage and Personal Injury Liability - General & Contractural Liability	P.I. \$100,000 300,000 P.D. \$100,000
4)	Continental National American Group	6/29/71	Umbrella Excess Liab. Insurance	\$2,000,000
5)	MFB (formerly affiliated FM Ins. Co.)	7/1/71	All Risk, Fire, Extended Coverage, Use & Occupancy, Business Interruption (Replacement Value) Boiler	\$5,000,000 at East Whiteland Twp location Total \$8,075,000
6)	Pa. Mfg. Cas. Ins. Am. Mut. Liab. Ins. Co. (for those out of Pa. and not in bordering state of Pa.	9/69 9/69	Automobile Liab. coverage " " "	\$100,000 PI 300,000 100,000 PD

NOTE: On all above coverages, present insurance applies to BISHOP TUBE CO.
and to MBI. It cannot at this time be ascertained in what proportions
this would in fact relate to each corporation.

JMI000076

EXHIBIT M

January 31, 1969

- 1 LIST OF OFFICERS AND DIRECTORS
- 2 LIST OF SALARIED EMPLOYEES
- 3 LIST OF HOURLY EMPLOYEES
- 4 STATEMENT FROM DIRECTOR OF INDUSTRIAL RELATIONS
REGARDING TERMINATIONS
- 5 LIST OF JOB TITLES TO BE TERMINATED BY STOCKHOLDERS

BISHOP TUBE CO.

DIRECTORS AND OFFICERS

As of January 31, 1969

OFFICERS

V. W. Makin	President *
T. J. Payne	Vice President & Treasurer *
R. N. Abrams	Vice President *
A. J. Gabriele	Controller
R. J. Reiman	Secretary

* Also a Director

DIRECTORS, as shown above plus

H. R. Brooker
P. D. F. Varrall

SALARIED - TUBULAR 46 Employees

02 of 1/31/69 m

NAME	SALARY	OCCUPATION	AGE	LENGTH OF SERVICE
W. Aungst	\$ 9,282	Foreman	34	3 yrs.
W. Beardsley	10,286	Sr. Metallurgist	47	11 yrs.
H. Bonsall	8,476	Prod. Scheduler	43	4 yrs.
W. Braun	17,000	Chief Metallurgist	58	9 yrs.
R. Brown	10,348	Prod. Engr.	51	27 yrs.
R. Byassee	9,100	Foreman	55	30 yrs.
C. Canfield	8,502	Foreman	40	6 yrs.
L. Coulter	8,216	Foreman	39	2 yrs.
F. Crandall	11,232	General Foreman	57	38 yrs.
T- F. Curtis	10,010	Chief Inspector	36	1 mo.
D. Dickson	8,008	Foreman	39	4 mos.
A. DiGiorgio	9,204	Jr. Metallurgist	38	17 yrs.
H. Duft	14,222	Prod. Control Supv.	39	2 yrs.
J. Gill	3,900	Clerk-Typist	38	5 mos.
A. Goessling	8,216	Adm. Assistant	71	3 yrs.
A. Hamilton	15,000	Supt.	47	5 yrs.
J. Hansell	7,514	Foreman	43	19 yrs.
B. Henley	5,512	Prod. Scheduler	25	2 yrs.
D. Herb	9,308	Foreman	38	13 yrs.
J. Hickey	6,266	Jr. Prod. Scheduler	26	3 yrs.
E. Howard	6,500	Lay Out Developer	33	9 yrs.
C. Kern	10,088	Foreman	45	15 yrs.
D. Kilpatrick	8,606	Inside Salesman	53	34 yrs.
R. Lomax	10,218	Prod. Engr.	36	8 mos.
J. McElya	6,006	Inside Salesman	22	6 mos.
J. McVey	4,706	Clerk-Typist	36	9 yrs.

JMI000079

SALARIES - TURULAR (Cont'd.)

NAME	SALARY	OCCUPATION	AGE	LENGTH OF SERVICE
W. Maguire	\$ 8,372	Inside Salesman	33	13 yrs.
E. Maraldo	4,160	Secretary B	23	4 yrs.
N. MATTHEWS	4,420	SALES ASST.	24	8 mos.
M. Newman	5,824	Secretary A	40	16 yrs.
H. Okumura	14,170	Prod. Engr. Supv.	33	3 yrs.
J. Paolantonio	8,164	Foreman	47	2 yrs.
C. Perkins	9,204	Foreman	46	5 yrs.
J. Romanoff	5,850	Jr. Prod. Scheduler	26	2 yrs.
L. Samms	6,682	Met. Technician	33	6 yrs.
J. Schatzman	13,390	Mfg. Supv.	31	2 yrs.
D. Semple	5,512	Prod. Clerk	19	2 mos.
A. Shank	11,180	General Foreman	42	20 yrs.
K. Sollinger	4,628	Steno-Clerk	26	3 yrs.
J. Taylor	10,036	Inside Sales Supv.	33	9 yrs.
A. Valle	5,902	Jr. Prod. Scheduler	25	5 yrs.
W. VanDenAcre	10,010	Foreman	37	19 yrs.
H. Volpe	8,008	Foreman	27	5 yrs.
H. Wareham	14,014	Product Mgr.	45	8 yrs.
L. Weigard	13,156	Qual. Control Supv.	38	6 yrs.
F. Woolard	12,480	Prod. Engr.	61	38 yrs.
J. Woolard	5,744	Met. Technician	25	5 yrs.

T- on Temporary assignment from Platinum Shop.

MACHINE SHOP - 7 Employees

<u>NAME</u>	<u>AGE</u>	<u>COMPANY SENIORITY</u>	<u>JOB TITLE</u>	<u>RATE</u>
H. Moore	60	4-6-42	Group Leader-Tool Maker	\$3.76
W. Hollingsworth	58	2-16-50	Tool Maker	\$3.64
F. Marcantonio	46	1-19-50	Machinist	\$3.52
I. Whisler	54	10-11-39	Machinist	\$3.52
J. Farrell	64	2-17-64	Tool Maker	\$3.64
W. Crist	56	3-9-64	Machinist	\$3.64
E. Raezer	43	1-23-50	Machinist	\$3.64

DRAW BENCH - 106 employees

as of 1/31/69

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
H. Hartshorne	48	7-30-40	Annealing Furnace Opr.	\$3.28
W. Thomas	56	4-12-41	Roll Straightener Opr.	\$3.10
G. Davis	59	6-6-41	Rotary Swager	\$3.04
P. Blain	56	9-18-42	Annealing Furnace Opr.	\$3.28
W. Geter	55	6-22-44	Degreaser	\$2.92
C. Callahan	46	5-26-46	Helper, Annealing Furnace	\$2.98
C. Milhous	53	12-12-49	Annealing Furnace Opr.	\$3.28
E. Blain	49	1-4-50	Helper	\$2.92
T. Madison	58	8-29-50	Bench Hand	\$2.98
N. Beale	37	9-6-50	Roll Straightener Opr.	\$3.10
W. Tiller	58	9-24-50	Helper, Annealing Furnace	\$2.98
W. Davis	53	3-5-51	Draw Bench Opr.	\$3.22
F. Holmes	57	3-12-51	Draw Bench Opr.	\$3.22
F. Salesky	56	3-12-51	Draw Bench Opr.	\$3.22
W. Ayers	56	3-13-52	Helper, Batch Pickler	\$2.92
J. Cogan	47	8-25-52	Gauger	\$3.28
W. Harding	51	11-17-52	Helper, Annealing Furnace	\$2.98
L. McCardell	32	12-10-54	Helper	\$2.92
J. Ehling	39	8-24-55	Batch Pickler	\$3.10
W. Benn	49	9-6-55	Helper, Annealing Furnace	\$2.98
J. Frankow	47	9-27-54	Bench Hand	\$2.98
R. Kroplecky	34	3-23-56	Gauger	\$3.28
D. Hennesy	30	7-16-56	Rotary Swager	\$3.04
G. Pinkerton	31	8-9-56	Helper	\$2.92
W. Hines	30	8-13-56	Draw Bench Opr.	\$3.22

JM1000082

DRAW BENCH - Continued

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
D. Baumgardner	58	8-20-56	Bench Hand	\$2.98
C. Goodz	43	11-9-56	In Process Roll Straightener	\$3.04
E. McErlane	59	1-17-57	Helper, Annealing Furnace	\$2.98
W. Grier	31	8-4-58	Batch Pickler	\$3.10
W. Root	30	8-4-58	Utility Man	\$3.34
W. Thomas, Jr.	32	8-4-58	Draw Bench Opr.	\$3.22
D. Burnett	35	10-13-58	Bench Hand	\$2.98
W. Buller	32	11-9-59	Draw Bench Opr.	\$3.22
R. Grier	33	4-11-60	Lubrication Systems Opr.	\$3.10
E. Hoxter	34	1-3-61	Gauger	\$3.28
T. Cornett	27	1-4-61	Draw Bench Opr.	\$3.22
T. Madison, Jr.	27	2-14-61	Lubrication System Opr.	\$3.10
W. Harple	29	4-20-61	Roll Straightener Opr.	\$3.10
A. Murdock	30	11-13-61	Draw Bench Opr.	\$3.22
H. Wilson	46	12-3-62	Bench Hand	\$2.98
C. Vance	24	1-9-63	Helper, Batch Pickler	\$2.92
R. Davis	28	1-15-63	Bench Hand	\$2.98
R. Jacobs	36	2-25-63	Draw Bench Opr.	\$3.22
R. W. Supplee	24	2-25-63	Draw Bench Opr.	\$3.22
H. Jones	46	3-18-63	Draw Bench Opr.	\$3.22
H. Kirn	28	3-28-63	Helper	\$2.92
W. Dillman	26	4-22-63	Shot Blaster	\$2.92
J. Tunnell	26	5-13-63	Cut-off Machine Opr.	\$2.98
T. Powell	55	8-7-63	Bench Hand	\$2.98
C. Hughes	24	8-12-63	Helper	\$2.92
V. Wagner	38	11-25-63	Bench Hand	\$2.98

DRAW BENCH - Continued

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
K. Cox	38	1-7-64	Cut-off Machine Opr.	\$2.98
R. Taylor	36	1-27-64	Rotary Swager	\$3.04
W. Swift	45	4-27-64	Cut-off Machine Opr.	\$2.98
J. Fitzpatrick	46	4-29-64	Bench Hand	\$2.98
J. Rice	25	5-11-64	Helper	\$2.92
J. Whiteman	29	9-17-64	Draw Bench Opr.	\$3.22
J. Swift	43	11-23-64	Helper, Annealing Furnace	\$2.98
D. Powell	30	5-6-65	Rotary Swager	\$3.04
W. Redfern	23	5-7-65	Helper	\$2.92
H. Siever	46	5-17-65	Draw Bench Opr.	\$3.22
L. McAdoo	41	7-26-65	Helper	\$2.92
R. Miller	31	7-27-65	Shot Blaster	\$2.92
R. Yeager	29	8-2-65	Draw Bench Opr.	\$3.22
L. Fryer	24	9-7-65	Draw Bench Opr.	\$3.22
J. Schell	25	3-7-66	Helper	\$2.92
W. Feterman	29	5-16-66	Cut-off Machine Opr.	\$2.98
D. Refford	36	8-9-66	Helper, Annealing Furnace	\$2.98
W. Pavillard	25	8-29-66	Draw Bench Opr.	\$3.22
J. Hilton	44	10-31-66	In Process Roll Straightener	\$3.04
E. Perry	20	10-31-66	Draw Bench Opr.	\$3.22
H. Elgert	37	11-7-66	Cut-off Machine Opr.	\$2.98
R. Souden	39	1-16-67	Rotary Swager	\$3.04
W. Dwire	31	6-5-67	Roll Straightener	\$3.10
L. Erwin	23	8-21-67	Draw Bench Opr.	\$3.22
E. Belmonte	50	10-2-67	Roll Straightener Opr.	\$3.10
L. Gillen	50	10-23-67	Rotary Swager	\$3.04

DRAW BENCH - Continued

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
G. Andrews	23	10-30-67	Batch Pickler	\$3.10
T. Parker	26	10-30-67	Helper, Annealing Furnace	\$3.28
G. Johnson	19	12-8-67	Bench Hand	\$2.98
J. Horsey	23	1-29-68	Draw Bench Opr.	\$3.22
R. Lilley	22	2-5-68	Helper, Annealing Furnace	\$3.28
S. Eggleston	27	12-13-67	Bench Hand	\$2.98
W. Patterson	27	5-27-68	Helper, Batch Pickler	\$2.92
H. Ravert	34	5-27-68	Bench Hand	\$2.98
M. Krempasky	50	6-3-68	Helper, Annealing Furnace	\$3.28
R. Kasper	21	6-4-68	Bench Hand	\$2.98
W. McCombs	42	7-22-68	Helper, Annealing Furnace	\$2.98
J. Sload	18	7-29-68	Bench Hand	\$2.98
C. Perry	19	8-5-68	Helper	\$2.92
R. McCarräher	19	9-13-68	Cut-off Machine Opr.	\$2.98
O. Roff	25	9-16-68	Helper	\$2.92
J. Egan	56	9-17-68	Bench Hand	\$2.98
J. Bicking	24	9-18-68	Bench Hand	\$2.98
J. Schlosser	20	9-20-68	Degreaser Opr.	\$2.92
W. Wilmott	21	9-25-68	Helper	\$2.92
W. Hart	25	10-2-68	Cut-off Machine Opr.	\$2.98
M. Guie	51	10-11-68	Helper, Annealing Furnace	\$2.98
C. Bagnata	22	10-8-68	Bench Hand	\$2.98
L. Polito	20	10-14-68	Helper	\$2.92
F. Horsey	23	10-21-68	Shot Blaster	\$2.92
R. Richabaugh	20	10-28-68	Helper	\$2.92
W. Messick	20	10-29-68	Helper	\$2.92

JMI000085

DRAW PENCH - Continued

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
D. Bernard	28	11-6-68	Cut-off Machine Opr.	\$2.98
C. Lancaster	32	11-6-68	Helper	\$2.92
M. Katherina	18	12-9-68	Helper	\$2.92

JMI000086

MAINTENANCE DEPARTMENT - 4 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
J. Coover	61	4-20-42	Operator Class A	\$2.92
N. Heald	42	8-11-48	Operator Class A	\$2.92
V. Falcone	33	11-11-53	Set-Up Man	\$3.34
H. Smith	41	8-18-59	Machine Operator	\$3.04

MACHINE WELDING DEPARTMENT - 4 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
E. Pennell, Sr.	61	5-2-42	Machine Welder	\$3.22
J. Salitrynski	36	9-20-50	Machine Welder	\$3.22
P. McDonald	34	3-20-56	Machine Welder	\$3.22
P. Angelini	55	9-8-52	Machine Welder	\$3.22

CASPER DEPARTMENT - 16 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
W. Turnbaugh	49	11-27-40	Swaging Machine Opr. A	\$3.10
A. Bloomer	39	3-14-49	Coil Sinker	\$3.10
O. Hervey	46	9-18-50	Coil Finisher	\$3.10
E. Scheid	42	9-18-50	Coil Sinker	\$3.10
R. Herman	37	9-25-50	Gauger	\$3.28
S. Pinkerton	37	12-20-50	Coil Finisher	\$3.10
O. Howard	45	10-1-51	Coil Annealer	\$3.04
P. DiSanto	41	8-9-50	Bench Hand	\$2.98
J. McMahon	41	3-5-52	Bench Hand	\$2.98
R. Powell	31	6-22-59	Bench Hand	\$2.98
H. Brennan	42	11-11-64	Bench Hand	\$2.98
E. Brogan	27	10-3-66	Coil Finisher	\$3.10
C. Jeffries	47	11-2-67	Coil Annealer	\$3.04
J. Forte	28	12-18-67	Coil Annealer	\$3.04
R. Blanchard	20	11-25-68	Bench Hand	\$2.98
L. Humpton	21	12-10-68	Helper	\$2.92

LYNDEN DEPARTMENT - 26 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	
A. Gallo	52	10-19-39	Expeditor-Hand Straightener	\$3.16
J. Moore	60	2-6-42	Coil Sinker	\$3.10
S. Farra	57	3-9-42	Coil Sinker	\$3.10
E. Dawson	64	3-23-43	Coil Sinker	\$3.10
K. Beans	37	6-21-51	Multiple Rotary Straightener Operator	\$3.04
W. Vattilana	41	7-10-51	Batch Pickler	\$3.10
V. Evans	38	9-12-56	Coil Sinker	\$3.10
T. Mooney	38	1-14-57	Helper	\$2.92
A. Falcone	35	11-11-53	Swaging Machine Operator-A	\$3.10
L. Forwood	40	1-4-56	Multi Unit Rotary Straightener Operator	\$3.16
H. Stairs	51	1-24-57	Coil Sinker	\$3.10
R. Kundert	32	6-22-59	Helper	\$2.92
M. Robinson	32	6-22-59	Gauger	\$3.28
L. Steele	36	2-5-63	Coil Sinker	\$3.10
J. Cox	27	10-1-64	Multiple Roll Straightener Operator	\$3.04
A. Mancini	27	9-20-65	Helper	\$2.92
L. Stairs	27	2-28-66	Bench Hand	\$2.98
M. O'Gorman	41	10-28-63	Coil Sinker	\$3.10
P. McFadden	50	11-11-63	Coil Sinker	\$3.10
J. Brignola	43	12-3-63	Coil Sinker	\$3.10
A. Reason	38	12-20-63	Bench Hand	\$2.98
W. Bates	46	1-12-61	Swaging Machine Operator	\$3.10
W. Gill	40	5-3-67	Bench Hand	\$2.98
E. Hamilton	55	7-29-68	Helper	\$2.92
J. Mitchell	19	12-5-68	Helper	\$2.92
R. Hughes	33	12-16-68	Helper	\$2.92

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DIE ROOM DEPARTMENT - 4 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
C. Case	37	3-27-50	Tool & Die Specialist	\$3.40
W. DiDomenico	44	8-9-50	Tool & Die Specialist	\$3.40
R. Buckwalter	39	3-24-50	Tool & Die Specialist	\$3.40
D. Pierantoni	31	8-21-56	Tool & Die Specialist	\$3.40

LAY-OUT - 2 Employees

<u>NAME</u>	<u>AGE</u>	<u>COMPANY SENIORITY</u>	<u>JOB TITLE</u>	<u>RATE</u>
J. Ross	34	11-9-56	Weigh-out man	\$3.10
H. Ross	29	8-5-58	Helper	\$2.92

SHIPPING DEPARTMENT - 3 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
W. Miller	45	4-30-41	Helper	\$2.92
C. Donahue	40	9-26-51	Shipper	\$3.10
C. Kasper	47	11-30-53	Shipper	\$3.10

INSPECTION DEPARTMENT - 17 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
D. McLees	60	10-15-35	Size Inspector	\$3.10
W. Brown	57	8-4-36	General Inspector	\$3.16
W. Colona	51	7-22-37	Visual Inspector	\$3.28
J. Beam	42	8-8-50	Visual Inspector	\$3.28
I. Gallo	51	7-14-50	Mechanical Inspector	\$3.22
J. Bird	37	7-8-52	Visual Inspector	\$3.28
R. Fenimore	43	8-11-58	Visual Inspector	\$3.28
E. Painter	36	6-21-51	Mechanical Inspector	\$3.22
W. Oster	34	6-18-53	Visual Inspector	\$3.28
G. Martin	28	4-6-60	Size Inspector	\$3.10
D. McCarraher	24	5-13-63	Group Leader	\$3.40
M. Hatton	26	1-20-64	Mechanical Inspector	\$3.22
R. Gates	29	1-6-64	Mechanical Inspector	\$3.22
T. Brown	29	3-12-64	General Inspector	\$3.16
R. Tilghman	50	5-26-42	Size Inspector	\$3.10
B. Thomas	25	2-11-63	Visual Inspector	\$3.28
M. Young	28	8-5-58	Size Inspector	\$3.10

FINISHING DEPARTMENT - 5 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
G. Raysor	58	8-4-37	Cut off machine operator	\$2.98
R. Kulp	39	8-9-48	Stamper	\$3.04
D. McGinley	49	1-27-64	Centerless Grinder Operator	\$3.16
S. Mitchell	49	3-23-64	Stamper	\$3.04
K. Repsher	19	6-17-68	Centerless Grinder Operator	\$3.16

JANITORIAL DEPARTMENT - 8 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
R. Hoffert	64	10-16-56	Janitor	\$2.62
J. Garrett	58	5-6-57	Janitor	\$2.62 *
F. Rubino	61	11-5-58	Janitor	\$2.62
V. Stairs	50	11-27-61	Janitor	\$2.62
W. Brown	53	5-11-64	Janitor	\$2.62 *
M. Sullivan	55	3-23-64	Janitor	\$2.62 *
L. Supplee	40	3-10-68	Janitor	\$2.62 *
H. Getman	61	8-13-68	Janitor	\$2.62 *

* work in Tubular.

REPAIR & MAINTENANCE - 20 Employees

NAME	AGE	COMPANY SENIORITY	JOB TITLE	RATE
G. Griffin	54	2-3-41	Group Leader	\$3.52
C. Chandler	47	12-9-41	Millwright	\$3.40 *
C. McDonough	44	1-17-50	Millwright	\$3.40 *
L. Hartman	38	9-20-50	Millwright	\$3.40 *
G. Yonce	47	8-20-50	Millwright	\$3.40 *
P. Stewart	45	10-30-45	Millwright	\$3.40 *
P. Walker	48	5-2-55	Group Leader	3.64 *
C. Murphy	60	8-10-55	Carpenter	\$3.34 *
R. Gallagher	38	8-21-51	Painter	\$3.22 *
P. Blain	26	9-5-61	Boiler Operator	\$3.22 *
F. McIntyre	39	10-8-65	Electrician-Wireman	\$3.52 *
D. Coover	38	5-11-53	Service Mechanic	\$3.10
L. Flinn	38	9-24-50	Service Mechanic	\$3.10 *
M. Diem	50	12-12-66	Electrician-Wireman	\$3.52
C. Layne	36	9-20-54	Millwright	\$3.40
G. Miller	32	1-12-61	Painter	\$3.22
W. Hewitt	44	7-15-59	Millwright	\$3.40 *
J. Eggleston	25	10-24-67	Yardman	\$2.98 *
W. Miller	24	11-6-67	Mechanical Repairman	\$3.10 *
T. Hanlon	20	10-7-68	Service Mechanic	\$3.10

* = work in tubular.

February 14, 1969

TO WHITTAKER CORPORATION:

I know of no salaried employee whose salary exceeds \$10,000
per annum who has indicated intention to resign in Tubing area.
No record also to that effect with the Industrial Relations
Department.

R. J. Reiman
Secretary

RJR/jv

JMI000098

LIST OF PERSONNEL (by JOB TITLE not name)
to be terminated by Stockholder

(Not on Bishop Tube Co. Payroll)

<u>Number</u>	<u>Job Class</u>	<u>Job Title</u>	<u>Exempt Status</u>	<u>Average Salary or Salaries</u>
3	18	Outside Sales - District Manager	Ex	\$12,295
1	18	Design Engineering Supervisor	Ex	14,000
1	16	Maintenance Supervisor	Ex	12,000
1	16	Cost Estimating Supervisor	Ex	12,300
1	15	Outside Sales Representative	Ex	7,800
1	14	Design Engineer	Ex	12,000
1	14	Development Technician	Ex	9,300
1	14	Maintenance Foreman	Ex	10,100
1	14	Personnel Supervisor	Ex	10,010
1	13	Stores Supervisor	Ex	9,000
1	13	Assistant Purchasing Agent	Ex	8,700
2	12	Design Draftsman	Ex	9,800
1	12	Development Technician	Ex	8,500
1	11	Instrument Repairman	NEx	6,500
2	11	Draftsman	NEx	7,200
1	10	Junior Draftsman	NEx	6,900
1	9	Secretary A	NEx	5,750
1	8	Statistical Clerk (Cost Acctg)	NEx	3,700
1	8	Secretary B - Engineering	NEx	4,400
1	8	Maintenance Clerk		Unfilled
1	7	Inventory Clerk (Purchasing)	NEx	4,150
1	7	Steno Clerk	NEx	4,160

(cont'd)

<u>Number</u>	<u>Job Class</u>	<u>Job Title</u>	<u>Exempt Status</u>	<u>Average Salary or Salaries</u>
1	5	Accounts Receivable Clerk	NEx	\$4,400
1	5	Accounts Payable Clerk	NEx	4,400
1	5	Cost Accounting Clerk	NEx	4,400
2	5	Clerk Typists	NEx	4,000
1	4	Machine Operator	NEx	4,200
Part time Salary		Accounts Payable Clerk	NEx	3,600
Hourly				
2		Receiving and Stores personnel	NEx	\$3.04/ hr.
1		" " "	NEx	2.92/ hr.

BISHOP TUBE CO.

SALES BY CUSTOMER

Thirty-six Weeks Ended December 6, 1968

CUSTOMER	AMOUNT
Kilsby Tubesupply	\$ 727,102
Tube Distributors	452,588
A. B. Murray	223,787
Jenks Metals	214,197
McJunkin Corp.	198,424
Edgcomb Milford	142,195
Industrial Stainless	126,115
Gettig	112,129
Taylor Instrument	106,134
Rodanna Research	66,612
Mapes and Sproul	63,011
Steel Sales	53,637
Aerojet General	51,773
Travenol Labs	49,768
Lockheed Georgia	47,901
Trent Engineering	47,276
Central Steel	44,551
C. A. Roberts	42,807
Foxboro Co.	39,507
R. J. Gallagher	31,652
Oak Mfg. Co.	29,940
McKnight Steel	28,321
Service Steel	25,730
Diatempt, Inc.	24,847
Marsh Instruments	24,576
	<u>\$2,974,580</u>

Net Sales Tubular Products Department - 4/1 - 11/8/68	\$3,278,581
Net Sales Bishop Tube Co. 11/9 - 12/6/68	<u>353,786</u>
Total Net Sales 4/1 - 12/6/68	\$3,632,367
Listed above	\$2,974,580
% of Total Net Sales listed	<u>82%</u>

BISHOP TUBE CO.

SALES BY CUSTOMER

Year Ended March 31, 1968

CUSTOMER	AMOUNT
KILSBY TUBESUPPLY, Los Angeles, California	\$1,158,439
JENKS, Marietta, Georgia	483,711
A. B. MURRAY, Elizabeth, New Jersey	408,042
INDUSTRIAL STAINLESS STEELS, Mass. & Conn.	402,205
MC JUNKIN CORP., Charleston, W. Virginia	258,648
TUBE DISTRIBUTORS, Garden City, New York	257,960
R. J. GALLAGHER, Houston, Texas	230,038
TRAVENOL LABS, Morton Grove, Illinois	184,735
GETTIG, Spring Mills, Pa.	173,823
STEEL SALES, Illinois	149,939
ROEHR, Deland, Florida	139,118
TAYLOR INSTRUMENT, Rochester, New York	138,449
EDGCOMB MILFORD, Milford, Conn.	108,026
SERVICE STEEL, Chicago, Illinois	93,627
BAXTER LABS	88,578
MC KNIGHT STEEL, Philadelphia, Pa.	86,593
FOXBORO CO., Foxboro, Mass.	73,125
MAPES AND SPROUL	55,604
CENTRAL STEEL	53,827
WYETH, Marietta, Pa.	52,022
TRENT ENGINEERING, E. Troy, Wisconsin	46,588
RODANNA RESEARCH	45,083
ALLOY SUPPLY AND VALVE	43,585
C. A. ROBERTS	40,308
VINSON SUPPLY, Houston, Texas	36,550
	<u>\$4,808,623</u>
Net Sales Tubular Products Department - Year Ended March 31, 1968	\$5,448,465
Listed above	\$4,808,623
% of Total Net Sales listed	<u>88%</u>

BISHOP TUBE CO.

LITIGATION

January 31, 1969

The only pending litigation of which I am aware is Louis Segal vs. J. Bishop & Co. Platinum Works - injury to toe and foot of L. Segal, independent contractor scrap collector, while at Tube Mill - by employees of Bishop. Suit commenced and Pa. Mfg. Cas. Ins. Co., our general liability carrier, assumed coverage and their attorneys are defending case.

R. J. Reiman

BISHOP TUBE CO.

OPEN CAPITAL WORK ORDERS

January 31, 1969

W.O.#	DESCRIPTION	AMOUNT AUTHORIZED	AMOUNT SPENT TO 1/31/69
2104	Bull blocks	\$10,700	\$10,931
2102	Used swager for capillary & double mandrel drawing and relieving	4,000	3,681
2105	Six cu. ft. Pangborn tumbler	4,100	1,416
3519	Yoder welding mill, welding head	1,900	1,932
3520	Yoder welding mill, gas mixing unit	900	768
3522	Ebcor jet steam cleaner	1,171	1,171
3523	Equipment to burst test tubes, samples	3,800	2,958
3538	Conversion of Union welder to use Jamco rolls	3,335	3,612
3543	Labor and material to install rails at degreaser	1,250	3,597
3546	Purchase and install Mecco straightening and derodding machine	7,575	-0-
3549	Micro polishing apparatus	1,050	1,220
3551	Unitron Binocular Metallograph	1,598	1,604
3561	100 KVA station for Plant 8	30,295	6,846
3573	Purchase and install "APTCO" metals analyzer	4,342	4,195
3581	Build rotary belt polishing machine	8,500	-0-
3585	Purchase compressed air dryer	1,260	1,185
3600	Tooling for stress test machine	995	-0-
3601	Draw bench	61,380	-0-
Request #85	Salt bath (Ti)	6,600	-0-
3609	Modify No. 2 drawbench by adding scrubber	4,415	-0-
3607	Replace drive on hypo mandrel box	2,010	-0-
3577	Fabricate and install door-in-process straightener	1,300	1,103
3589	Purchase and install bandsaw-cutting tubes	1,460	197
3606	Low temperature annealing furnace	17,000	-0-
3608	Rack on Torrington pointer	4,600	-0-
Request #390	In process straightener	28,790	-0-
Request #77	Nilson 4 slide machine	9,990	-0-
3580	Overhaul of 210 Schramm air compressor	2,798	1,619
3583	1000 KVA used transformer	3,750	-0-
		\$230,364	\$48,035
		(48,035)	
	Committed but unspent @ January 31, 1969	<u>\$182,329</u>	

JMI000104

AGREEMENT NOT TO COMPETE

THIS AGREEMENT is entered into as of the 1st day of April, 1969, between WHITTAKER CORPORATION, a California corporation ("Whittaker"), and MATTHEY BISHOP, INC., a Pennsylvania corporation ("MBI").

Concurrently with the execution of this Agreement, Bishop Tube Co. (a wholly owned subsidiary of MBI) is being merged with and into Whittaker Enterprises, Inc., (a wholly owned subsidiary of Whittaker) pursuant to an Agreement and Plan of Reorganization dated the 28th day of February, 1969 (the "Plan of Reorganization").

Whittaker and MBI in consideration of the foregoing merger, the agreements contained in the Plan of Reorganization as an inducement to cause Whittaker to consummate the merger, and as fulfillment of a condition precedent to Whittaker's obligations thereto, agree as follows:

1. MBI hereby covenants and agrees with Whittaker that for a period of ten years from and after the date hereof, it will neither permit its name to be used by nor engage in or carry on, directly or indirectly, either for itself or as a member of a partnership or as a stockholder (other than as a stockholder of less than one percent (1%) of the issued and outstanding stock of a publicly held corporation whose stock is traded on a national Securities Exchange) investor, officer or director, of a corporation (other than Whittaker or a parent, subsidiary, affiliate or successor of Whittaker) or as an employee, agent, associate or consultant of any person, partnership or corporation (other than Whittaker or a parent, subsidiary, affiliate or successor of Whittaker) in any business similar to or in competition with any business carried on by Bishop Tube Co. prior to the consummation of the aforesaid merger as long as any like business is carried on by Whittaker or any person, corporation, partnership, trust or other organization or entity deriving title from Whittaker to the goodwill of such business of Bishop Tube Co. in any county in any of the states of the United States or Canada.

2. MBI agrees that the remedy at law for any breach by it of this Agreement will be inadequate and that Whittaker shall be entitled to injunctive relief.

3. The parties hereto intend that the covenants contained in Paragraph 1 shall be deemed to be a series of separate covenants, one for each and every county of each state and political subdivision of the United States and Canada, with respect to the businesses described in said Paragraph. If in any judicial proceeding a court shall refuse to enforce all of the separate covenants deemed included in such action then such unenforceable covenants shall be deemed eliminated from the provisions hereof for the purposes of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding.

EXHIBIT Q

JMI000105

4. This Agreement shall not be terminated by the voluntary dissolution of Whittaker or merger of Whittaker whereby Whittaker is not the surviving or resulting corporation, or any transfer of substantially all of the assets of Whittaker. In the event of any such merger or consolidation or transfer of assets, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the surviving or resulting corporation or the corporation to which such assets shall be transferred.

5. The rights of Whittaker under this Agreement may, without the consent of MBI be assigned by Whittaker to any parent, subsidiary, affiliate or successor to Whittaker.

6. This Agreement has been executed in the Commonwealth of Pennsylvania and shall be governed by the laws thereof.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered mail, postage prepaid:

If to MBI, addressed to:

MATTHEY BISHOP, INC.
Attention: The President
Malvern, Pennsylvania

If to Whittaker, addressed to:

WHITTAKER CORPORATION
Attention: The President
9229 Sunset Boulevard
Los Angeles, California 90069

or to such other address as either party hereto may request by notice.

WITNESS the due execution hereof the day and year first above written.

ATTEST:

WHITTAKER CORPORATION

By: _____

ATTEST:

MATTHEY BISHOP, INC.

By: _____

Plan of Merger
of
Bishop Tube Co.
into
Whittaker Enterprises, Inc.

1. Terms and conditions: Bishop Tube Co. shall be merged with and into Whittaker Enterprises, Inc., the surviving corporation, and the separate existence of Bishop Tube Co. shall cease.

2. Mode of Carrying Merger into Effect: The merger will be completed by filing Articles of Merger with an effective date of April 1, 1969.

3. Amendment of Articles: Section one of the Articles of Whittaker Enterprises, Inc. shall be amended to read "The name of the corporation is Bishop Tube Co."

4. Conversion of Shares: All of the issued and outstanding shares of Bishop Tube Co. shall be surrendered to Whittaker Enterprises, Inc. for cancellation upon the effectiveness of the merger, and Whittaker Enterprises, Inc. shall tender to Matthey Bishop, Inc. ("MBI") (the sole stockholder of Bishop Tube Co.) shares of common stock, \$1 par value, of Whittaker Corporation (the sole stockholder of Whittaker Enterprises, Inc.). No other securities or cash shall be tendered to Matthey Bishop, Inc. The number of shares of Whittaker common stock to be tendered to Matthey Bishop, Inc. shall be determined pursuant to the following:

(a) Upon the effective date of Merger (the stock so delivered being called herein the Whittaker Stock);

(i) In the event that the market value (as hereinafter defined)

of Whittaker Common Stock shall be between Thirty-Six Dollars and Forty-One Cents (\$36.41) and Forty-One Dollars and Twenty-Six Cents (\$41.26) per share, Whittaker shall issue or cause to be issued One Hundred Forty-Four Thousand Two Hundred (144,200) shares.

(ii) In the event that the market value (as hereinafter defined) of Whittaker Common Stock shall be more than Forty-One Dollars and Twenty-Six Cents (\$41.26) per share, Whittaker shall issue or cause to be issued such number of shares as shall be determined by the following formula:

$$N = \frac{5,950,000}{MV}$$

where N = the number of shares to be issued and MV = market value.

(iii) In the event that the market value of Whittaker Common Stock is less than Thirty-Six Dollars and Forty-One Cents (\$36.41) per share, Whittaker shall issue or cause to be issued such number of shares as shall be determined by the following formula:

$$N = \frac{5,250,000}{MV}$$

where N = the number of shares to be issued and MV = market value.

The term "market value" as used in this section shall mean the average closing price (as hereinafter defined) of a share of Whittaker Common Stock during the ten (10) trading days commencing with the fifteenth trading day prior to Closing, with the price for any period prior to March 11 being the whenissued

price. The term "closing price" as used in this section shall mean the closing sale price of a share of Whittaker Common Stock, \$1 par value, on the New York Stock Exchange for any trading day, or if no sale shall have occurred on such Exchange on such day, then the closing sale price on the Pacific Coast Stock Exchange for such day, or if no sale shall have occurred on either Exchange on such day then the mean between the bid and asked prices on the New York Stock Exchange for such day as reported in the Wall Street Journal, Pacific Coast Edition.

(b) Reserve Stock. Whittaker shall set aside and reserve, or cause to be set aside and reserved, for possible issuance to Enterprises for delivery pursuant to Section (c) to MBI (in addition to the Whittaker Stock) a number of shares of its Common Stock, \$1 par value, equal to one-half of the number of shares tendered to MBI at Closing (such additional shares of Whittaker Common Stock are hereinafter referred to as the "Reserve Stock").

(c) Issuance of Reserve Stock. Whittaker shall issue or cause to be issued to MBI shares of Reserve Stock pursuant to the following:

(i) Election for Second Anniversary Distribution. At the election of MBI (which election shall be communicated in writing to Enterprises within ten (10) business days after the second anniversary of the effective date of the merger), Whittaker shall issue to Enterprises and cause Enterprises to deliver to MBI within thirty (30) days following the second anniversary such

number of shares of Reserve Stock as MBI shall elect, not to exceed a number determined pursuant to the following formula:

$$N_2 = \frac{[\$6,000,000 \times \frac{A}{N_1}] - (A + B)}{MV_2}$$

(ii) Third Anniversary Distribution. Prior to ten (10)

business days after the third anniversary of the effective date of the merger, MBI shall provide Enterprises with the information set forth in (iii) hereof, and Whittaker shall issue to Enterprises and cause Enterprises to deliver to MBI within thirty (30) days following the third anniversary of the Closing Date such number of shares of Reserve Stock as shall be determined pursuant to the following formula:

$$N_3 = \frac{[\$6,720,000 \times \frac{N_1 - (A + B + C)}{N_1}] - [N_1 - (A + B + C)]}{MV_3}$$

Definitions: For the purposes hereof, the following symbols shall have the meanings as set forth:

N_2 shall mean the maximum number of shares of Stock to be issued following the second anniversary, if the election provided for in (i) above is exercised.

MV_2 shall mean the average closing price of Whittaker Common Stock on the New York Stock Exchange (as recorded in the Wall Street Journal, Pacific Coast Edition) for the thirty (30) trading days next preceding said second anniversary.

N_1 shall mean the number of shares of Whittaker Stock.

A (hereinafter referred to as "Elected Shares") shall mean that number of the original shares of Whittaker Stock (e. g. , those shares issued at Closing) still held on the second anniversary of the Closing Date on which MBI elects to receive Reserve Stock pursuant to the provisions of (i) above.

B shall mean the number of shares of Whittaker Stock sold (which includes any transfer for consideration) prior to the second anniversary of the Closing Date.

N_3 shall mean the number of shares of Reserve Stock to be issued following the third anniversary of the Closing Date, which shall not exceed the total number of shares of Reserve Stock minus N_2 .

MV_3 shall mean the average closing price of Whittaker Common Stock on the New York Stock Exchange (as recorded in the Wall Street Journal, Pacific Coast Edition) for the thirty (30) trading days next preceding said third anniversary.

C shall mean that number of the shares of Whittaker Stock which were sold between the second and third anniversaries of the Closing Date in excess of the Elected Shares.

(iii) Notice of MBI Transactions. Upon any request by MBI for issuance of Reserve Shares, and upon any reasonable request by Whittaker, MBI will inform Whittaker as to shares acquired under this Plan: (a) the number of shares acquired

(b) the number of shares sold, and (c) the balance of shares held by MBI.

(d) Fractional Shares. Whittaker shall not be required to issue or cause to be issued any fractional shares of Whittaker Stock pursuant to this Agreement and any fractional share resulting from any computations pursuant to this Plan shall be increased by 0.5 and any then resulting fraction shall be eliminated.

(e) Adjustment of Stock. For all relevant purposes of this Plan, the number of shares of Whittaker Stock and Reserve Stock to be delivered shall be appropriately adjusted to take into account any stock split, stock dividend, reverse stock split, recapitalization, merger, reorganization, or like change in the outstanding Common Stock of Whittaker the record date for which is between the effective date of this Plan and the date when any of such shares shall be required to be delivered.

(f) Assignment of Right to Reserve Shares. The right of MBI to cause Whittaker to deliver any or all of the Reserve Shares shall not be assignable or transferable in any manner whatsoever by MBI.

5. No Additional Consideration. Matthey Bishop, Inc. shall receive only shares of Whittaker Corporation Common Stock (or the equivalent stock of any successor in interest to Whittaker Corporation) in exchange for the shares of stock of Bishop Tube Co., and shall receive no other cash, securities, or consideration therefor.

PENNSYLVANIA
ARTICLES OF MERGER
OF
BISHOP TUBE CO.

INTO

WHITTAKER ENTERPRISES, INC.

TO THE DEPARTMENT OF STATE
COMMONWEALTH OF PENNSYLVANIA

In compliance with the requirements of the Business Corporation Law, Act of May 5, 1935 (P. L. 364) as amended, providing for the merger of corporations, Bishop Tube Co., a corporation of the Commonwealth of Pennsylvania, and Whittaker Enterprises, Inc., a corporation of the Commonwealth of Pennsylvania, hereby certify under their respective corporate seals that:

1. Whittaker Enterprises, Inc. shall be the surviving corporation, and its registered office shall continue to be c/o C. T. Corporation System, 123 South Broad Street, Philadelphia, Pennsylvania 19109. In accordance with the Plan of Merger, upon the effective date of the merger the name of Whittaker Enterprises, Inc. shall be changed to Bishop Tube Co.

2. Bishop Tube Co., with its registered office at Borough of Malvern, Chester County, Pennsylvania, is a party to the Plan of Merger.

3. The Plan of Merger shall be effective on April 1, 1969.

JMI000113

4. The Plan of Merger was adopted by the sole shareholder of Bishop Tube Co. (1,000 shares in favor, none opposed) at a meeting of the Board of Directors of the sole shareholder on February 18, 1969, duly convened upon waiver of notice. The Plan of Merger was adopted by the sole shareholder of Whittaker Enterprises, Inc. (100 shares in favor, non opposed) by consent in writing dated March 6, 1969.

5. The Plan of Merger is attached hereto and incorporated herein.

IN TESTIMONY WHEREOF, Bishop tube Co. has caused these Articles of Merger to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this day of March, 1969.

BISHOP TUBE CO.

(Corporate Seal)

By Vincent W. Makin
Vincent W. Makin, President

Attest: Ralph J. Reiman
Ralph J. Reiman, Secretary

IN TESTIMONY WHEREOF, Whittaker Enterprises, Inc. has caused these Articles of Merger to be signed by its President and Secretary and its corporate seal to be hereunto affixed this day of March, 1969.

WHITTAKER ENTERPRISES, INC.

(Corporate Seal)

By A. W. Hamilton
A. W. Hamilton, President

Attest: Charles R. Collins
Charles R. Collins, Secretary

MATTHEY BISHOP, INC.

SECRETARY'S CERTIFICATE

The undersigned, Secretary of Matthey Bishop, Inc., does hereby certify that the following resolution was approved and adopted by the Board of Directors of the Corporation at a duly convened meeting of the Board of Directors on February 18, 1969, and that such resolution is still in full force and effect:

RESOLVED, That the Directors hereby approve and adopt the Plan of Reorganization under Sect. 368(a)(1)(A) of the Internal Revenue Code presented to this Meeting and direct the appropriate officers of the Corporation to execute the Agreement and Plan of Reorganization providing for the merger of Bishop Tube Co. into Whittaker Enterprises, Inc., and to take such other steps as they deem necessary or appropriate to consummate the said Agreement and Plan.

WITNESS my hand and the corporate seal of the Corporation
this 1st day of April, 1969.

(Corporate Seal)

R. J. Reiman, Secretary
R. J. Reiman, Secretary

BISHOP TUBE CO.

SECRETARY'S CERTIFICATE

The undersigned, Secretary of Bishop Tube Co., does hereby certify that the Record of Unanimous Action and Consent of Board of Directors dated February 10, 1969, and the Shareholder Consent to Shareholder Action dated February 18, 1969, attached hereto are true and correct copies of the records of the Corporation, that said documents were duly executed in accordance with the Articles and By-Laws of the Corporation, and are still in full force and effect.

WITNESS my hand and the corporate seal of the Corporation
this 12th day of April, 1969.

(Corporate Seal)

R. J. Reiman, Secretary
R. J. Reiman, Secretary

BISHOP TUBE CO.

Record of Unanimous Action
and
Consent of Board of Directors

February 10, 1969

The undersigned, being all of the Directors of the corporation hereby waive all notice requirements pertaining to director meetings and do hereby adopt and consent to the following resolutions as action of the Board of Directors and direct the Secretary of the Corporation to file this written consent with the minutes of the corporation:

RESOLVED, That this corporation merge with and into Whittaker Enterprises, Inc.; and it is,

FURTHER RESOLVED, That the merger shall be effective on April 1, 1969; and it is

FURTHER RESOLVED, That the Plan of Merger setting forth the terms and conditions of the said merger is in all respects approved and adopted; and it is

FURTHER RESOLVED, That the said merger may be abandoned and any and all of the said documents and papers may be amended, cancelled or withdrawn; and it is

FURTHER RESOLVED, That the Plan of Merger be submitted to Matthey Bishop, Inc.; sole shareholder of this corporation, for approval; and it is

FURTHER RESOLVED, That upon approval of the Plan of Merger by the Shareholder, Articles of Merger in the form circulated to Directors and the Shareholder be executed on behalf of this corporation and filed and recorded with the appropriate officials in accordance with all applicable laws and regulations; and it is

JMI000117

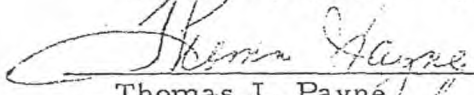
FURTHER RESOLVED, That the officers of this corporation are hereby authorized and directed to do all acts and things whatsoever which may be necessary or proper to effect the merger; and it is

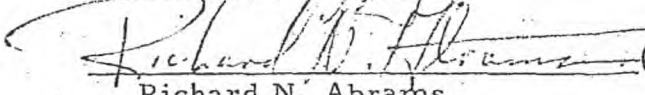
FURTHER RESOLVED, That the Agreement and Plan of Reorganization between Matthey Bishop, Inc. (and this corporation) and Whittaker Corporation (and its subsidiary Whittaker Enterprises, Inc.) is hereby approved and adopted, and upon approval and adoption of said Agreement and Plan by Matthey Bishop, Inc., the appropriate officers are authorized and directed to execute said Agreement and Plan, and to take such other steps as they deem necessary or appropriate to its consummation; and it is

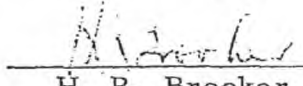
FURTHER RESOLVED, That all of the resolutions set forth in this Record of Unanimous Action shall be effective as of February 10, 1969.

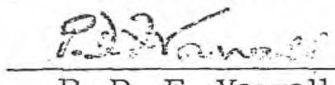
IN WITNESS WHEREOF, we have hereunto subscribed our hands and seals as of the 10th day of February, 1969.

 (Seal)
Vincent W. Makin

 (Seal)
Thomas J. Payne

 (Seal)
Richard N. Abrams

 (Seal)
H. R. Brooker

 (Seal)
P. D. F. Varrall

BISHOP TUBE CO.

SHAREHOLDER CONSENT
TO SHAREHOLDER ACTION
February 18, 1969

The undersigned, sole shareholder of Bishop Tube Co., does hereby waive all notice requirements pertaining to shareholder meetings, consent to, approve and adopt (1000 shares in favor, none opposed) the following shareholder actions and Resolutions, and direct the Secretary to insert this Record of Unanimous Consent with the minutes of the Corporation:

RESOLVED, That this Corporation merge with and into Whittaker Enterprises, Inc.; and it is

FURTHER RESOLVED, That the merger shall be effective on April 1, 1969; and it is

FURTHER RESOLVED, That the Plan of Merger setting forth the terms and conditions of the said merger is in all respects approved and adopted; and it is

FURTHER RESOLVED, That the said merger may be abandoned and any and all of the said documents and papers may be amended, cancelled or withdrawn.

IN WITNESS WHEREOF, Matthey Bishop, Inc. has caused its corporate seal to be affixed hereto and its authorized officers to execute this Consent on its behalf as of February 18, 1969.

Attest:

Ralph J. Reiman, Secretary
Ralph J. Reiman, Secretary

(Corporate Seal)

MATTHEY BISHOP, INC.

By: *Vincent W. Makin*
Vincent W. Makin, President

JMI000119

MATTHEY BISHOP, INC.

CERTIFICATE OF INCUMBENCY

The undersigned, Secretary of Matthey Bishop, Inc., does hereby certify that the following persons were duly elected to the offices set forth opposite their respective names at a duly convened meeting of the Board of Directors of the Corporation on October 29, 1968, and that each person continues to hold such office as of this date:

V. W. Makin	President
T. J. Payne	Vice President and Treasurer
H. S. Roberts	Vice President
R. J. Reiman	Secretary
A. J. Gabriele	Controller

The undersigned further certifies that the following are true and correct examples of the signatures of said officers:

V. W. Makin

V. W. Makin

T. J. Payne

T. J. Payne

H. S. Roberts

R. J. Reiman

R. J. Reiman

A. J. Gabriele

A. J. Gabriele

WITNESS my hand and the corporate seal of the Corporation
this 12th day of April, 1969.

[Corporate Seal]

R. J. Reiman, Secretary
R. J. Reiman, Secretary

CERTIFICATION
AS TO
FULFILLMENT OF CONDITIONS

Matthey Bishop, Inc., ("MBI") does hereby certify, as
of this 1st day of April, 1969, that:

1. All representations and warranties of MBI contained in the Agreement and Plan of Reorganization dated February 28, 1969 ("Agreement") or in any Exhibit, document, or other written statement delivered by MBI to Whittaker Corporation ("Whittaker") pursuant to the Agreement, are continuing as of this date except for changes in the ordinary course of business;
2. All data set forth by MBI in Exhibits or other documents delivered pursuant to this Agreement are as true as of this date as when given, except for changes in the ordinary course of business;
3. MBI has performed and complied with all agreements and conditions required by the Agreement to be performed, or complied with, by it prior to or on the Closing Date;
4. During the period from January 31, 1969 through this date, there has not been any material adverse change in the financial condition or the results of operations of Bishop Tube Co. ("Tube Co."), and Tube Co. has not sustained any loss or damage to any of its assets, whether or not insured, which materially adversely affects its ability to conduct its business; and
5. Any liabilities on the books of Tube Co. as of this date which were not reflected in the Balance Sheet as of January 31, 1969 are only those liabilities incurred in the ordinary course of business subsequent to said date.

IN WITNESS WHEREOF, Matthey Bishop, Inc. has caused this
Certificate to be signed in its name and behalf by its President and its Vice
President and Treasurer, duly authorized, on this 1st day of April, 1969

MATTHEY BISHOP, INC.

By: _____

V. W. Makin, President

By: _____

T. J. Payne, Vice President and Treasurer

JMI000121

PRELIMINARY DRAFT
For Information of the Board of Governors

**LISTING APPLICATION TO
NEW YORK STOCK EXCHANGE**

A-
March , 1969

WHITTAKER CORPORATION

285,000 ADDITIONAL SHARES OF COMMON STOCK

A maximum of 190,000 additional shares of Common Stock for issuance in connection with the acquisition of Bishop Tube Co. by statutory merger.

A maximum of 95,000 additional shares of Common Stock which may become issuable as additional consideration for the acquisition of Bishop Tube Co.

Approximate Number of Shares Issued and Outstanding on March 10, 1969 14,796,157	Approximate Number of Shareholders of Record on March 10, 1969 14,887
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DESCRIPTION OF TRANSACTION

On February 28, 1969 Whittaker Corporation and its wholly owned subsidiary, Whittaker Enterprises, Inc., entered into an agreement with Matthey Bishop, Inc. and Matthey Bishop's wholly owned subsidiary, Bishop Tube Co., a Pennsylvania corporation. The agreement is designed to accomplish a tax free reorganization. It provides that Whittaker Enterprises will acquire Bishop Tube by a statutory merger and that on the effective date of the merger, Whittaker Enterprises will deliver to Matthey Bishop a certain number of shares of Whittaker Corporation's voting Common Stock, \$1.00 par value.

The exact number of shares to be delivered to Matthey Bishop at closing will be determined by dividing \$5,250,000 by the average closing price of the Company's Common Stock on the New York Stock Exchange for the ten trading days commencing with the fifteenth trading day prior to Closing. The maximum number of shares authorized for this listing application as it relates to the Common Stock of the Company to be issued at the Closing is 190,000 shares. The closing is to occur on or about April 1, 1969.

In addition to the stock initially deliverable at Closing the Company has agreed to reserve one-half that number of shares of its Common Stock for possible future delivery dependent upon future prices of the Company's Common Stock. The exact number of additional shares issuable from the shares to be reserved will be determined pursuant to the provisions of the plan of merger which relate to issuance of reserve stock. Those provisions are at part 4(c) of the plan of merger. The maximum number of shares authorized for this listing application as it relates to such reserve stock is 95,000 shares.

Bishop Tube manufactures and sells stainless steel tubing and nickel alloy tubing.

JM1000122

The managements of the Company and Bishop Tube are of the opinion that the business interests of the Company and the operations and capabilities of the business heretofore conducted by Bishop Tube will benefit appreciably by the acquisition.

The negotiations leading up to the proposed acquisition were conducted at arm's length. No officer, director, or principal shareholder of the Company or its affiliates has any direct or indirect beneficial interest in Bishop Tube. Prior to entering into an agreement, an investigation and evaluation of the business, property and assets of Bishop Tube was made by officers and employees of the Company.

As of the Closing Date a portion of the amount by which the purchase price of \$5,250,000 worth of Company stock plus acquisition expenses exceeds the underlying book value of Bishop Tube will be allocated to the property and equipment acquired, on the basis of appraisals and management estimates of the fair value of such assets. These amounts allocated to property and equipment will be depreciated and charged against income over the useful lives of those assets. The remaining costs in excess of underlying book value will be allocated as a cost in excess of the net assets of a purchased business and will not be amortized until it has been determined that there has been a diminution in the value of the business acquired. The Company's independent public accountants, Arthur Andersen & Co., approve of this treatment in principle as being in accordance with generally accepted accounting principles.

The history and business of Bishop Tube are described more fully in Exhibit A.

The most recent financial statements of Bishop Tube are set forth in Exhibit B.

RECENT DEVELOPMENTS

There have not been any important developments affecting the Company or its business, notice of which has not already been released publicly.

AUTHORITY FOR ISSUANCE

The issuance of securities of the Company covered by this application and the exchange of such securities for the acquisition of Bishop Tube was approved and authorized by the Executive Committee of the Board of Directors of the Company on December 20, 1968. No further corporate authorization is required.

OPINION OF COUNSEL

There is filed in support of this application, the opinion of Charles R. Collins, Vice President and General Counsel of the Company, to the effect that:

1. The Company has been duly incorporated and is a validly existing corporation under the laws of the State of California;
2. All of the shares covered by this application are duly authorized for issuance and when issued in accordance with the provisions of the acquisition agreement, will be validly issued, fully paid, and non-assessable;
3. No personal liability attaches to the holders of such shares under the laws of the State of California, the state of the Company's incorporation and where it has its principal place of business;
4. The issuance of the shares of the Company's Common Stock, \$1.00 par value, deliverable to Bishop Tube's sole shareholder at Closing and the shares of such Common Stock which may

be deliverable in the future from stock reserved for delivery is exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(2) of the Act.

WHITTAKER CORPORATION

CHARLES R. COLLINS

Vice President and General Counsel

The New York Stock Exchange hereby authorizes the listing upon official notice of issuance of 285,000 additional shares of Common Stock, \$1 par value, of Whittaker Corporation in connection with the acquisition of Bishop Tube Co. as hereinabove set forth, making a total of shares of Common Stock authorized to be listed.

PHILLIP L. WEST, *Director*
Department of Stock List

ROBERT W. HAACK, *President*
New York Stock Exchange

EXHIBITS

These exhibits constitute an essential part of the application. The statements of fact contained herein are made on the authority of the applicant corporation in the same manner as those in the body of the application.

EXHIBIT A

HISTORY AND BUSINESS OF BISHOP TUBE CO.

Bishop Tube Co. was incorporated under the laws of the State of Pennsylvania on November 8, 1968, as the successor to the Tubular Products Department of Matthey Bishop, Inc., the sole shareholder of Bishop Tube Co. It operates from a 115,000 square foot facility owned by it in Malvern, Pennsylvania.

Bishop Tube produces small-diameter, high quality precision tubing for aircraft, aerospace, nuclear, electronic, medical, chemical and instrumentation applications. Bishop Tube employs approximately 288 persons.

EXHIBIT B

FINANCIAL STATEMENTS OF BISHOP TUBE CO.

OFFICER'S CERTIFICATE

I certify that the Balance Sheet of Bishop Tube Co. as of January 31, 1969 and the related Statement of Income and Retained Earnings for the period from November 9, 1968 to January 31, 1969 have been prepared from the books and records of the company and in my opinion present fairly its financial position at January 31, 1969 and the results of its operations for said period in accordance with generally accepted accounting principles.

T. J. PAYNE

Vice President and Treasurer

A-

BISHOP TUBE CO.

BALANCE SHEET

January 31, 1969

(Unaudited)

ASSETS

Current Assets:

Cash.....		\$ 5,000
Receivables, Net.....		767,385
Inventories (Note 1)		
Supplies.....	\$ 50,000	
Raw Materials.....	568,723	
Work in process and finished goods.....	688,086	
	<u>1,306,809</u>	
Less: Inventory reserve.....	25,000	1,281,809
Total Current Assets.....		<u>2,054,194</u>

Plant and Equipment, at cost:

Land (approximately 10 acres).....	6,271	
Buildings.....	1,506,830	
Machinery and Equipment.....	1,399,818	
Construction in Progress (Note 3).....	48,035	
Total Plant and Equipment.....	<u>2,960,954</u>	
Less Accumulated Depreciation.....	1,324,774	1,636,180
Noncurrent Receivables.....		504,039
Refundable Federal Income Taxes (Note 2).....		51,000
Total Assets.....		<u>\$4,245,413</u>

LIABILITIES

Current Liabilities:

Due to Parent Company.....		\$1,024,580
Accounts Payable.....		55,392
Accrued Expenses.....		<u>111,090</u>
Total Current Liabilities.....		1,191,062

Stockholder's Equity:

Common Stock, 1,000 shares at \$100 par value.....	\$ 100,000	
Paid in Surplus.....	2,996,601	
Retained Earnings.....	<u>(42,250)</u>	3,054,351
Total Liabilities and Stockholder's Equity.....		<u>\$4,245,413</u>

The accompanying notes are an integral part of these financial statements.

JMI000125

BISHOP TUBE CO.

UNAUDITED STATEMENT OF INCOME AND RETAINED EARNINGS

November 9, 1968 to January 31, 1969

Sales.....		\$1,216,340
Cost of Sales		
Labor.....	\$466,213	
Materials.....	302,704	
Factory Expenses.....	<u>380,806</u>	<u>1,149,723</u>
Gross Profit.....		66,617
Selling Expense.....		76,891
General and Administrative.....		48,952
Net Profit from Operations.....		(59,226)
Other Expenses.....		<u>34,024</u>
Net Profit before Federal Income Tax.....		(93,250)
Provision for Income Tax.....		<u>(51,000)</u>
Net Income.....		(42,250)
Retained Earnings — Beginning.....		—
Retained Earnings — January 31, 1969.....		<u>\$ (42,250)</u>

The accompanying notes are an integral part of these financial statements.

BISHOP TUBE CO.

NOTES TO FINANCIAL STATEMENTS

January 31, 1969

(1) INVENTORY VALUATION

Raw materials are valued at standard cost (on specific identification basis).

Work in process and finished goods are valued at prime cost (raw materials and direct labor but excluding manufacturing overhead costs).

Supplies inventory represents an estimated cost of such items applicable to Bishop Tube Co. and 50% of the cost of common stores items on books of the parent company.

All inventories (raw material, supplies, work in process and finished goods) reflect book balances and are not based on a physical inventory. Physical inventories will be taken between February 1, 1969 and March 31, 1969, and March 31, 1969 inventories reported will be adjusted to physical.

A reserve for inventory writeoffs, write downs and adjustments, in amount of \$25,000 is reflected in the financial statements at January 31, 1969.

(2) INCOME TAX LIABILITY

There is no income tax liability at January 31, 1969 due to a net loss since date of incorporation (November 8, 1968). The effect of a net operating loss carry forward is reflected on the Balance Sheet at January 31, 1969. The parent company, Matthey Bishop, Inc., plans to file consolidated federal tax return including Bishop Tube Co., for the fiscal year ending March 31, 1969. Bishop Tube Co. will be billed by Matthey Bishop, Inc. for its applicable tax liability, if any, prior to the due date for filing such returns. In Pennsylvania, consolidated tax returns may not be filed nor may losses be carried forward. However, transfers of losses between corporations are allowed. If Bishop Tube Co. has a tax loss at March 31, 1969, it will transfer such loss to Matthey Bishop, Inc., for an amount equivalent to the tax benefit. At January 31, 1969, an amount equivalent to the tax benefit at that date is included in net operating loss carry forward.

(3) CONSTRUCTION IN PROGRESS

All capital additions during the fiscal year are recorded as Construction in Progress. At the end of the fiscal year, March 31, all costs except for uncompleted projects, are transferred to the applicable plant and equipment classification. Depreciation on estimated completed projects is built into the normal depreciation provisions during the year, and adjusted to actual at the end of the fiscal year.

(4) PENSION PLANS

The Company has two pension plans. One plan covers all hourly employees meeting length of service requirements, is noncontributory, and guaranteed group deferred annuities are purchased. The other plan covers salaried employees, meeting length of service requirements, and has both contributory and noncontributory features. Guaranteed group deferred annuities are not purchased but funding covered under the Deposit Administration technique. Since these plans were revised during the current fiscal year, past service costs are indeterminable at January 31, 1969, but this information should be available prior to issuance of March 31, 1969 financial statements.

(5) RAW MATERIAL VARIANCES

Since the date of incorporation (November 8, 1968) approximately \$62,000 in unfavorable raw material purchase variances has been reflected in the Income Statement (\$28,000 net of income taxes). This was caused primarily by the Company's inability to receive lower priced foreign stock because of the dock strike in eastern ports, resulting in all purchases during the period being higher priced domestic raw materials.

11.00. ef

April 1, 1969

In a telecon with Mr. Edward Carlson of the New York Stock Exchange this date, I was advised that the Listing Application for 285,000 additional shares of Common Stock, \$1.00 par value, of Whittaker Corporation in connection with the acquisition of Bishop Tube Co. was approved by the Board of Governors.


Anne Colby

JMI000128



MATTHEY BISHOP, INC. A JOHNSON MATTHEY AFFILIATE / MALVERN, PENNSYLVANIA 19355 / PHONE 215-644-3100

TWX: 510-668-9565 / Cable Address: Rhodium Malvern

April 1, 1969

Whittaker Corporation
9229 Sunset Boulevard
Los Angeles, California 90069

Gentlemen:

You have entered into an Agreement and Plan of Reorganization (the "Agreement") whereby all of the outstanding capital stock of Bishop Tube Co. ("Tube Co.") shall be tendered in exchange for certain shares of the Common Stock, \$1.00 par value, (the "Common Stock") of Whittaker Corporation ("Whittaker"). The undersigned is sole shareholder of Tube Co. and is familiar with the terms and provisions of the Agreement.

Subject to the provisions of said Agreement providing for the registration by you of any or all of such Common Stock, it is our intention to receive and hold the Common Stock which we may receive as a result of the consummation of the transactions contemplated pursuant to the Agreement without any view to the distribution thereof except as may be permitted by the Securities Act of 1933, as amended, and the Rules and Regulations promulgated thereunder.

We agree that a legend reading as follows may be placed on any share certificates representing the stock received by us and not included in any effective registration under the Securities Act of 1933:

"NOTICE: The shares represented by this certificate were issued without registration under the Securities Act of 1933. No transfer or other disposition may be made of any of such shares except in accordance with the terms of an Agreement and Plan of Reorganization between Whittaker Corporation, Matthey Bishop, Inc., and others dated February 28, 1969, a copy of which is on file in the offices of Whittaker Corporation."

Upon registration of any or all of the Common Stock, you shall issue certificates without legend, therefore, promptly upon tender of the appropriate restricted certificates. We agree that Whittaker may place with its Transfer Agent or Agents such "Stop Transfer" notices or orders as it may deem necessary or desirable in connection with possible transfers of certificates for shares of stock upon which such legend may be affixed.

JMI000129

Whittaker Corporation
Page Two

We understand that Whittaker may rely upon this letter in connection with consummating the Agreement and issuing the shares of stock without registration under the Securities Act of 1933, as amended.

Very truly yours,

MATTHEY BISHOP, INC.

By: D. W. Mober, President

REGISTRATION AGREEMENT

THIS REGISTRATION AGREEMENT is made as of April 1, 1969 by and between WHITTAKER CORPORATION, a California corporation ("Whittaker") and MATTHEY BISHOP, INC. (hereinafter referred to as "MBI").

WHEREAS, MBI will receive shares of Whittaker Common Stock, \$1.00 par value, pursuant to an Agreement and Plan of Reorganization ("Agreement") dated February 28, 1969; and

WHEREAS, the sale or other disposition of such shares by MBI may be limited by the Securities Act of 1933, as amended, (the "Act");

NOW THEREFORE

1. Whittaker has filed with the Securities and Exchange Commission a registration statement under the Securities Act of 1933 for the purpose of registering under said Act certain Shares of the Common Stock, \$1.00 par value, of Whittaker. Included in the shares referred to in such registration statement are 30,900 shares of the Whittaker Stock (as defined in the Agreement) owned by MBI. Whittaker caused such registration statement to become effective on February 28, 1969, and as of the date hereof there has been no stop order issued with respect to such registration statement, nor has Whittaker any knowledge of any proceedings to that effect.

The foregoing registration statement provides that the shares of Whittaker Stock are offered on a when, as and if issued basis by MBI, and provides that such shares will be sold from time to time over the New York Stock Exchange, the Pacific Stock Exchange or on the over-the-counter markets at prices prevailing from time to time, and acknowledges that the shareholders selling shares thereunder may be deemed to be underwriters as that term is defined in the Act. MBI hereby represents and warrants to Whittaker that the information included in such registration statement with respect to the shares being offered by MBI is true and correct, and that it will make no sales of the registered shares of the Whittaker Stock except in the manner provided in the foregoing registration statement.

2. During the twelve-month period preceding each of the first, second, third, fourth and fifth anniversaries of the Closing Date under the Agreement, Whittaker shall file with the Securities and Exchange Commission a registration statement under the Act, and at least ten days prior to the initial filing of each such registration statement, Whittaker shall give MBI written notice of its intent so to file a registration statement, setting forth in such notice (i) a statement of the nature of the offering to be made in such registration statement, (ii) the names

of the principal underwriters, if any, (iii) the terms of the offering, including underwriting discounts, and (iv) a time schedule setting forth the planned effective date of the registration statement. No such notice shall be given within 120 days of the most recent offer to register shares, other than an offer rejected by MBI under the last sentence of this paragraph. At least 20 days prior to such planned effective date (but no sooner than 10 days after the date of the foregoing notice), MBI shall advise Whittaker of its election to include in such registration statement such number of shares of Whittaker Common Stock as MBI elects, provided that Whittaker shall not be obligated to include in any registration statement such stock with an aggregate market value on the filing date of less than \$250,000.

The notice of election by MBI shall include such further information as may then be requested by Whittaker and required by Section 6 of, and the Rules and Regulations of the Commission under, the Act, in order to enable the registration statement to become effective as to such shares to be offered by MBI. If the securities which are the subject of a registration statement are to be offered through an underwriter or group of underwriters, MBI may elect to have its stock sold through such underwriter or group of underwriters in the same manner as the other securities which are the subject of the registration statement, in which case MBI will pay to such underwriter or group of underwriters a commission in respect of its stock at the same rate as the commission to be paid to such underwriter or group of underwriters in respect of the other securities which are the subject of the registration statement. If the underwriter or underwriters require the foregoing arrangement and MBI is unwilling to so participate, then such MBI stock shall not be included in said registration statement, the said registration statement shall not fulfill Whittaker's obligation under this paragraph, and Whittaker shall remain obligated to give MBI written notice of its intent to file a registration statement for the then current twelve-month period in accordance with this paragraph.

Notwithstanding the foregoing, Whittaker shall not be obligated to file a registration statement in any year in which it has given MBI notice of its intention to so file, and MBI fails to elect to include shares of Whittaker Common Stock in the proposed registration statement as required by the foregoing. Whittaker's obligations under this agreement shall in any event terminate (i) on March 31, 1974 or (ii) on such earlier date as MBI has disposed of all of the Whittaker Common Stock received pursuant to the Agreement, or (iii) in the event counsel for MBI and Whittaker's general counsel concur that MBI's shares of Whittaker Stock may be sold without prior compliance with the provisions of Section 5 of the Act.

3. With respect to each registration statement covering any shares of Whittaker Stock owned by MBI, Whittaker agrees to use its best efforts to cause such registration statement to become effective on the planned effective date, and in furtherance of this objective, agrees to file with and furnish to the Commission such documents and information which may be reasonably requested to enable the Commission to permit the registration statement to become effective under the Act. As to each effective registration statement, Whittaker agrees that it will use

its best efforts to keep the prospectus included therein supplemented and amended as required by the Act so that MBI may deliver to purchasers of registered stock from it a prospectus meeting the requirements of Section 10 of the Act, as required by the provisions of Section 5(b) of the Act. If for any reason a prospectus then in effect becomes, for any period of time, insufficient to meet the foregoing requirements, Whittaker agrees to promptly notify MBI of such fact, in which event MBI agrees to take the action required by the provisions of paragraph 5 hereof.

If, in spite of the continued best efforts of Whittaker and the cooperation of MBI any registration statement covering shares of Whittaker stock owned by MBI has not become effective within six months from the date of originally intended effective date thereof, and Whittaker has not otherwise satisfied its obligations hereunder through and including the next preceding anniversary of the Closing Date, MBI may, but shall not be obligated to, require Whittaker to repurchase at a price of \$29.275 per share the shares included in such registration statement by tendering certificates representing the shares to Whittaker at its office in Los Angeles, California accompanied by a notice of such election and appropriately endorsed stock powers in blank.

As to shares included in an effective registration statement, MBI agrees to advise Whittaker monthly in writing of all sales of the registered shares, setting forth the dates thereof, the manner of effecting such sales, and the purchase price for the shares sold.

4. All costs and expenses incurred in connection with the preparation, filing and processing of each registration statement shall be allocated among all of the selling shareholders thereunder in the same proportion that the offering price of the securities to be offered by each bears to the aggregate offering price of all securities offered thereunder. Similarly, the costs of supplementing and amending any prospectus shall be borne pro rata as above by the selling shareholders whose shares have not, as of the date of the preparation of such amendment or supplement, been sold, and only to such extent. Such costs and expenses will include all accounting and legal fees, "Blue Sky" fees and costs incurred in connection therewith, and costs and expenses of Whittaker's employees to the extent that the financial statements and other information used in connection with the registration statement are prepared by such persons (but not including the costs and expenses incurred by Whittaker in connection with the regular and usual audit of its fiscal year-end financial statements.) In no event, however, shall MBI bear more than one-half of the costs and expenses of any registration or amendment.

5. MBI acknowledges that it may be deemed to be an "underwriter", as that term is defined in Section 2 (11) of the Act, with respect to shares of Whittaker Stock (hereafter referred to as "Offered Stock") for some period of time which is presently indefinite, and that the public offer or sale by it of any Whittaker

stock must comply with the requirements of Section 5 of the Act so long as it is so deemed to be an underwriter. MBI will, (i) upon notice from Whittaker that a registration statement or any prospectus contained therein in the possession of MBI or in the possession of any broker or other person acting in behalf of MBI is required to be revised, amended, supplemented or replaced, cause all copies of such registration statement and prospectus to be promptly returned to Whittaker, and MBI shall cease to make any public offer or sale of Offered Stock until Whittaker shall have revised, amended, supplemented or replaced such registration statement and prospectus; (ii) advise Whittaker in writing of any offer, sale, or other disposition by it of any Offered Stock (except in the manner provided in a then current prospectus) on or before the date thereof; (iii) not effect any stabilization transactions or engage in any stabilization activity in connection with Whittaker stock; (iv) not, until 40 days after it shall have sold all of its Offered Stock, bid or purchase for any account in which it has a beneficial interest, any Whittaker stock other than in transactions permitted pursuant to Rule 10b-6(a) under the Securities Exchange Act of 1934; (v) not, until it has sold all of its Offered Stock, attempt to induce any person to purchase any Whittaker stock other than in transactions permitted pursuant to said Rule 10b-6(a); (vi) not, until it has sold all of its Offered Stock, pay any compensation for soliciting another to purchase any securities of Whittaker; (vii) not make any offers or sales of its Offered Stock on the New York or Pacific Coast Stock Exchanges through a broker or brokers, other than as provided in an appropriate registration statement; and (viii) execute, deliver and/or file with Whittaker, any underwriter under a registration statement and/or the Securities and Exchange Commission, as well as any other federal, state or governmental agency such information, undertakings, representations, statements and agreements as may be necessary or appropriate in connection with the implementation of this Agreement or may be necessary or required under the Act or the Securities Exchange Act of 1934 (including the Rules and Regulations thereunder) or under any other laws or rules and regulations of any federal, state or governmental agency.

6. MBI will indemnify and hold harmless Whittaker, each of its directors and officers, the underwriters, and each person offering securities under a registration statement and each person, if any, who "controls" Whittaker (as that term is defined under Rule 405 of the General Rules and Regulations of the Securities and Exchange Commission under the Act), against any losses, claims, damages, or liabilities (or actions in respect thereof) arising out of or based upon any untrue or alleged untrue statement of any material fact contained therein, or any amendment or supplement thereto, arising out of or based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission was made in reliance upon or in conformity with any written information furnished by MBI or its representative or agent, and will reimburse any legal and other costs and expenses reasonably incurred by Whittaker or such directors, officers, underwriters or controlling persons in connection with investigating or defending against any

such loss, claim, liability, or action; provided however that the indemnity agreement contained in this Section 6 shall not apply to any amounts paid to any claimant in settlement of any suit or claim unless such payment is first approved by MBI.

7. Whittaker will indemnify and hold harmless MBI against any losses, claims, damages, or liabilities (or actions in respect thereof) arising out of or based upon any untrue or alleged untrue statement of any material fact contained in a registration statement (or any post-effective amendment thereto), any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse any legal and other costs or expenses reasonably incurred by MBI in connection with investigating or defending any such loss, claim, damage, liability or action, provided however that (i) Whittaker will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon or in conformity with any written information furnished by MBI or its representative or agent or any underwriter, and (ii) Whittaker shall not be required to indemnify MBI for any payment made to any claimant in settlement of any suit or claim unless such payment is approved by Whittaker.

8. Any notice, request, instruction, or other document to be given hereunder to any party shall be in writing, delivered personally or sent by first class registered or certified mail, postage prepaid as follows:

If to Whittaker, addressed to:

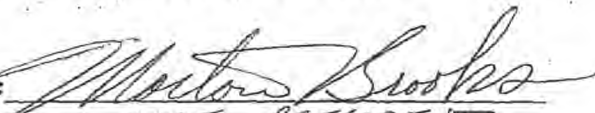
WHITTAKER CORPORATION
Attention: The President
9229 Sunset Boulevard
Los Angeles, California 90069

If to MBI, addressed to:


MATTHEY BISHOP, INC.
Attention: The President
Malvern, Pennsylvania

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

WHITTAKER CORPORATION

By: 
VICE - PRESIDENT

MATTHEY BISHOP, INC.

By: 
President

1-1-1

AGREEMENT

THIS AGREEMENT, dated as of this 1st day of April, 1969, by and between MATTHEY BISHOP, INC., a Pennsylvania corporation (hereinafter "MBI") and WHITTAKER CORPORATION, a California corporation (hereinafter "Whittaker"),

WITNESSETH:

WHEREAS, the parties have entered into an Agreement and Plan of Reorganization dated February 28, 1969 (hereinafter referred to as the "Agreement") under which Whittaker Enterprises, Inc. (hereinafter "Enterprises") is to tender to MBI certain number of shares of Whittaker Common Stock, such number to be dependent upon the market value of said Whittaker Common Stock, and


WHEREAS, the Agreement provides that the market value of the Whittaker Common Stock shall mean "the average closing price of a share of Whittaker Common Stock during the ten (10) trading days commencing with the fifteenth (15th) trading day prior to closing" and

WHEREAS, the New York Stock Exchange was unexpectedly closed on Monday, March 31, 1969 due to the death of General Eisenhower,

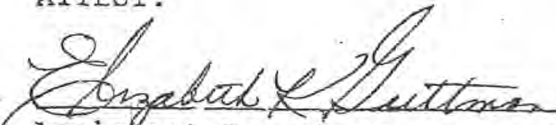
NOW, THEREFORE, the parties hereto, in consideration of the closing of the Agreement on this date, and intending to be legally bound, do hereby agree that Monday, March 31, 1969 shall be included as a trading day in computing the market value of the Whittaker Common Stock to be tendered to MBI under the said Agreement. It is further agreed that the proper average closing price computed in accordance with the terms of the Agreement is \$29.275 per share and that the number of shares of Whittaker Common Stock to be delivered at closing is 179,334.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 1st day of April, 1969.

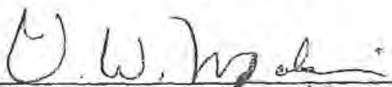
ATTEST:


R. W. Reiman, Secretary
(SEAL)

ATTEST:


Elizabeth L. Reiman
Assistant Secretary
(SEAL)

MATTHEY BISHOP, INC.

By 
V. W. Makin, President

WHITTAKER CORPORATION

By 
Milton Brooks
VICE-PRESIDENT

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AGREEMENT NOT TO COMPETE

THIS AGREEMENT is entered into as of the 1st day of April, 1969, between WHITTAKER CORPORATION, a California corporation ("Whittaker"), and MATTHEY BISHOP, INC., a Pennsylvania corporation ("MBI").

Concurrently with the execution of this Agreement, Bishop Tube Co. (a wholly owned subsidiary of MBI) is being merged with and into Whittaker Enterprises, Inc., (a wholly owned subsidiary of Whittaker) pursuant to an Agreement and Plan of Reorganization dated the 28th day of February, 1969 (the "Plan of Reorganization").

Whittaker and MBI in consideration of the foregoing merger, the agreements contained in the Plan of Reorganization as an inducement to cause Whittaker to consummate the merger, and as fulfillment of a condition precedent to Whittaker's obligations thereto, agree as follows:

1. MBI hereby covenants and agrees with Whittaker that for a period of ten years from and after the date hereof, it will neither permit its name to be used by nor engage in or carry on, directly or indirectly, either for itself or as a member of a partnership or as a stockholder (other than as a stockholder of less than one percent (1%) of the issued and outstanding stock of a publicly held corporation whose stock is traded on a national Securities Exchange) investor, officer or director, of a corporation (other than Whittaker or a parent, subsidiary, affiliate or successor of Whittaker) or as an employee, agent, associate or consultant of any person, partnership or corporation (other than Whittaker or a parent, subsidiary, affiliate or successor of Whittaker) in any business similar to or in competition with any business carried on by Bishop Tube Co. prior to the consummation of the aforesaid merger as long as any like business is carried on by Whittaker or any person, corporation, partnership, trust or other organization or entity deriving title from Whittaker to the goodwill of such business of Bishop Tube Co. in any county in any of the states of the United States or Canada.

2. MBI agrees that the remedy at law for any breach by it of this Agreement will be inadequate and that Whittaker shall be entitled to injunctive relief.

3. The parties hereto intend that the covenants contained in Paragraph 1 shall be deemed to be a series of separate covenants, one for each and every county of each state and political subdivision of the United States and Canada, with respect to the businesses described in said Paragraph. If in any judicial proceeding a court shall refuse to enforce all of the separate covenants deemed included in such action then such unenforceable covenants shall be deemed eliminated from the provisions hereof for the purposes of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding.

4. This Agreement shall not be terminated by the voluntary dissolution of Whittaker or merger of Whittaker whereby Whittaker is not the surviving or resulting corporation, or any transfer of substantially all of the assets of Whittaker. In the event of any such merger or consolidation or transfer of assets, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the surviving or resulting corporation or the corporation to which such assets shall be transferred.

5. The rights of Whittaker under this Agreement may, without the consent of MBI be assigned by Whittaker to any parent, subsidiary, affiliate or successor to Whittaker.

6. This Agreement has been executed in the Commonwealth of Pennsylvania and shall be governed by the laws thereof.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered mail, postage prepaid:

If to MBI, addressed to:

MATTHEY BISHOP, INC.
Attention: The President
Malvern, Pennsylvania

If to Whittaker, addressed to:

WHITTAKER CORPORATION
Attention: The President
9229 Sunset Boulevard
Los Angeles, California 90069

or to such other address as either party hereto may request by notice.

WITNESS the due execution hereof the day and year first above written.

ATTEST:

Elizabeth L. Whittman
Assistant Secretary

WHITTAKER CORPORATION

By: Merton Brooks
VICE-PRESIDENT

ATTEST:

R. J. Reiman, Secretary

MATTHEY BISHOP, INC.

By: G. W. Mohr, President



9229 Sunset Boulevard • Los Angeles • California 90069 • Telephone: (213) 274-0771

February 28, 1969

Mr. T. J. Payne
Vice President & Treasurer
Matthey Bishop, Inc.
Malvern, Pa. 19355

Dear Mr. Payne:

In connection with the merger of Bishop Tube Co. into Whittaker Enterprises Inc. we have examined and are familiar with all existing labor contracts, practices and commitments between labor organizations, the employees and Bishop Tube Co. (Tube Co.) and/or Matthey Bishop, Inc. (MBI), as set forth in Exhibit J to the Acquisition Agreement and Plan of Reorganization dated February 28, 1969 (Agreement).

We are agreed that any demand made prior to the succession by Whittaker Corp. to the interest of Tube Co. by Local Union No. 3183 of the United Steelworkers of America for negotiations with MBI and Tube Co. on matters relating to the effect of the merger on its members, or any demand for negotiations upon Whittaker Corp. concerning the interpretation or administration of the terms of the existing labor contract with respect to Tube Co., shall not be reason for refusal on the part of any party to the merger to close the same in accordance with the Agreement, and shall not constitute a basis for any demand or claim by any party to the Agreement against any other party notwithstanding any provision of the Agreement to the contrary.

It is recognized by the parties that such demands may not be resolved to the mutual satisfaction of Local Union No. 3183 of the United Steelworkers of America and /or MBI and/or Tube Co. and/or Whittaker. Should any such unresolved demands involve a materially adverse effect on either the business of Tube Co. and/or MBI and/or Whittaker, then either Whittaker or MBI, as the case may be, may refuse to close.

Whittaker Corp. (and Whittaker Enterprises Inc.) shall undertake any negotiations as to Tube Co. relating to the interpretation or administration of the existing labor contract and shall otherwise fulfill its obligations to Local Union No. 3183 under

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applicable Federal or State laws. MBI and Tube Co. shall cooperate in the foregoing negotiations when necessary or desirable prior to the effective date of the merger. MBI and Tube Co. shall assume responsibility for any negotiations under applicable Federal or State laws concerning the effect of the merger on their employees who are members of Local Union No. 3183 and Whittaker Corp. agrees to cooperate in such negotiation prior to the effective date of the merger upon request of MBI and Tube Co.

If a strike or work stoppage affecting the business of Tube Co. occurs prior to the Closing Date over matters in connection with the merger Whittaker and MBI shall exert their joint best efforts to terminate such strike or walkout and if such strike or walkout is existent on the Closing Date the same shall be postponed until the strike or walkout is terminated. If the strike or walkout is not terminated within 30 days after the Closing Date either Whittaker or MBI may give written notice to the other that the Agreement is terminated and if so terminated no parties to the Agreement shall have any obligation or liability whatsoever to any other party to the Agreement.

If a strike or work stoppage exists on the Closing Date that is not related to the merger then Whittaker shall not be obligated to close, the Agreement shall terminate, and no party to the Agreement shall have any obligation or liability whatsoever to any other party.

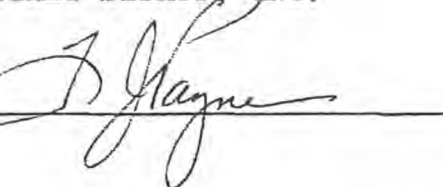
Upon the effectiveness of the merger Whittaker shall assume as to Tube Co. the existing labor contract dated September 16, 1967.

WHITTAKER CORPORATION

By 
VICE-PRESIDENT

We are agreed to the above understanding.

MATTHEY BISHOP, INC.

By 

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MATTHEY BISHOP, INC.
Malvern, Pennsylvania 19355

March 24, 1969

Mr. John Hartwick
District 7
United Steelworkers of America
334 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania

Mr. Bernard O. Staub
Staff Representative
United Steelworkers of America
1700 DeKalb Pike
Norristown, Pennsylvania

Re: Matthey Bishop, Inc. -
Bishop Tube Co. -
Transfer of Tube Mill Operations

Gentlemen:

I am writing to confirm that Matthey Bishop, Inc. (hereafter called MBI) and its subsidiary, Bishop Tube Co. (hereafter called Tube Co.), have entered into an agreement dated February 28, 1969 with Whittaker Corporation and one of its subsidiaries, Whittaker Enterprises, Inc. (hereafter collectively called Whittaker), under the provisions of which and subject to certain conditions, the ownership of Tube Co. will be transferred to Whittaker on April 1, 1969. The operations of MBI and Tube Co. which will be affected by such transfer are those of the existing Tube Mill, and assuming that the transfer is completed, this will confirm the following agreement between MBI and the United Steelworkers of America on behalf of itself and the members of Local Union No. 3183 in connection with the effect thereof on your members who are employees of MBI and Tube Co. as of March 31, 1969:

1. In the event that Tube Co. should lay off an employee under the terms of our collective bargaining contract with your labor organization, such employee shall continue to have bumping rights with MBI in accordance with Article VI of such contract until the expiration thereof.

2. MBI hereby acknowledges its continuing obligations under the foregoing collective bargaining contract in all respects, except as set forth above, and assures your labor organization that all benefits thereunder, including vacations and those provided by the Bishop Pension and Insurance Program, as well as any and all amendments or supplements thereto, shall at all times continue to enure in the same amounts and under the same conditions to employees of MBI until the expiration date of such collective bargaining contract. It is understood, however, that any changes or increases in benefits or wages of any kind,

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which may occur as a result of any agreement between your labor organization and Tube Co. after April 1, 1969, shall not apply to employees of MBI on or after such date.

(a) Such accrued benefits, rights or privileges to which employees of MBI or Tube Co. are entitled as of March 31, 1969 shall be transferred with those employees who will thereafter be employed by Tube Co., which alone shall be responsible to such employees for payment thereof in accordance with the terms of the foregoing collective bargaining contract and fringe benefit plans.

3. Except as set forth in paragraph 6 of this letter, wherever the term "Company" or any other provision is used in the foregoing collective bargaining contract, it shall be construed as including or applying to existing operations of MBI which are not being transferred to Tube Co.

4. Any grievances of Local Union No. 3183 of your labor organization or of its members against MBI which are outstanding as of March 31, 1969 shall continue to be processed in accordance with Article IV of the foregoing collective bargaining contract between such parties. Any grievances involving Tube Mill operations which arise on or after April 1, 1969 shall be processed by or against Tube Co.

5. The provisions of paragraphs 1 through 4 shall apply only to persons employed by MBI or Bishop Tube Co. as of March 31, 1969 and shall not apply to any employee of either company hired on or after April 1, 1969. The obligations undertaken in such paragraphs as to employees of either company on their payrolls as of March 31, 1969 shall in no event continue beyond September 15, 1970.

6. In addition to the matters set forth above, MBI further agrees that the terms and provisions of the foregoing collective bargaining contract shall apply to any accretion to its existing operations in Malvern and Exton, Pennsylvania which shall hereafter occur, whether as a result of construction of new plants or acquisitions or mergers with existing operations previously owned by other individuals or corporations, within a radius of one hundred (100) miles from MBI's operations in Malvern and Exton, Pennsylvania.

7. Except as set forth in this letter, there are no changes in, deletions from or additions to the foregoing collective bargaining contract and after April 1, 1969 there shall be no further relationship between the employees of MBI and Tube Co.

A carbon copy of this letter is enclosed herewith and by your execution and return thereof to the undersigned I would appreciate your acknowledgment of the provisions of this letter as the agreement of the parties.

Sincerely yours,

Ralph J. Reiman

Ralph J. Reiman
Corporate Secretary

Acknowledged this day 3-24-69
of March, 1969.

United Steelworkers of America

By: *Bernard O. Staut*

Robert E. Gallagher Sr.
President, Local Union No. 3183

Warren T. Perkins
Vice President, Local Union No. 3183

BISHOP TUBE CO.
Malvern, Pennsylvania 19355

March 24, 1969

Mr. John Hartwick
District 7
United Steelworkers of America
334 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania

Mr. Bernard O. Staub
Staff Representative
United Steelworkers of America
1700 DeKalb Pike
Norristown, Pennsylvania

Re: Matthey Bishop, Inc. -
Bishop Tube Co. -
Transfer of Tube Mill Operations

Gentlemen:

I am writing to confirm that Matthey Bishop, Inc. (hereafter called "MBI") and its subsidiary, Bishop Tube Co. (hereafter called "Tube Co."), have entered into an agreement dated February 28, 1969 with Whittaker Corporation and one of its subsidiaries, Whittaker Enterprises, Inc. (hereafter collectively called "Whittaker"), under the provisions of which and subject to certain conditions, the ownership of Tube Co. will be transferred to Whittaker on April 1, 1969. The operations of MBI and Tube Co. which will be affected by such transfer are those of the existing Tube Mill, and assuming that the transfer is completed, this will confirm the following agreement between Tube Co. and the United Steelworkers of America on behalf of itself and the members of Local Union No. 3183 in connection with the effect thereof on your members who are employees of MBI and Tube Co. as of March 31, 1969:

1. In the event that MBI should lay off an employee on its payroll as of March 31, 1969 under the terms of its collective bargaining contract with your labor organization dated September 16, 1967, such employee shall continue to have bumping rights with Tube Co. in accordance with Article VI of such contract until the expiration thereof.

2. Tube Co. hereby assumes the provisions of the foregoing collective bargaining contract, as modified in paragraph 1 of this letter, and wherever the term "Company" is used in such contract, it shall be construed as "Bishop Tube Co.". In addition to the contract, as well as the rules of MBI governing employment and its discipline schedule, effective August 15, 1966, Tube Co. further assumes the provisions of the Bishop

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Pension and Insurance Program, as well as any and all amendments or supplements thereto. Tube Co. also agrees that all benefits, including but not limited to seniority and vacations, as well as the amounts of pension and insurance benefits which have accrued to employees of MBI as of March 31, 1969 under the terms of such contract and Program, will continue to enure to such employees on and after April 1, 1969 for the duration of the contract as are transferred to Tube Co.

3. It is understood and agreed that after April 1, 1969 there shall be no further relationship between the employees of MBI and Tube Co. except as set forth in paragraph 1 of this letter.

A carbon copy of this letter is enclosed herewith and by your execution and return thereof to the undersigned I would appreciate your acknowledgment of the provisions of this letter as the agreement of the parties.

Sincerely yours,

Arthur W. Hamilton

Arthur W. Hamilton

Acknowledged this day 3-24-69
of March, 1969.

United Steelworkers of America

By: *Bernard O. Staub*

Robert E. Gallagher Sr.
President, Local Union No. 3183

Warren J. Perkins
Vice President, Local Union No. 3183

AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 1969, by and between WHITTAKER CORPORATION, a California corporation, and MATTHEY BISHOP, INC., a Pennsylvania corporation.

In consideration of the closing of the Agreement and Plan of Reorganization dated February 28, 1968 (hereinafter referred to as the "Agreement"), and intending to be legally bound, the parties hereto do agree as follows:

Salaried employees of the Bishop Tube Company are covered under two retirement plans: (1) Base Pension Plan of Matthey Bishop, Inc., and (2) Supplementary Retirement Plan for the Employees of J. Bishop and Co. Platinum Works. Union employees of the Bishop Tube Company are covered under a retirement plan known as the Base Pension Plan of Matthey Bishop, Inc. Benefits under the Base Pension Plan of Matthey Bishop, Inc., are funded through a group deferred annuity contract no. 3548-GP issued by The Great-West Life Assurance Company. Benefits under the Supplementary Retirement Plan for the Employees of J. Bishop and Co. Platinum Works are funded through a group deposit administration contract issued by The Great-West Life Assurance Company. Matthey Bishop will continue these plans in effect through the date of closing. As of this date, The Great-West Life Assurance Company has not informed Matthey Bishop, Inc. of the portion of the assets held under the said plans which are ascribable under said plans to employees of the Bishop Tube Co. and the employees of Matthey Bishop, Inc. respectively, and has not informed Matthey Bishop, Inc. of the portion of the unfunded liabilities of said plans which are ascribable under said plans to employees of the Bishop Tube Co. and the employees of Matthey Bishop, Inc. respectively. The Great-West Life Assurance Company shall complete their

computations allocating both the assets and the unfunded liabilities to Bishop Tube Co. and Matthey Bishop, Inc., as of this date, and that the parties shall be bound by such determination. All income on and after April 1, 1969 on the portion of the assets attributable to Bishop Tube Co. shall inure to the benefit of Bishop Tube Co. (Whittaker Enterprises, Inc.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first mentioned above.

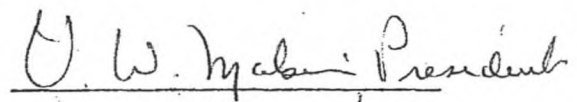
WHITTAKER CORPORATION

By


Vice President

MATTHEY BISHOP, INC.

By


President

RIGHT OF FIRST REFUSAL

THIS AGREEMENT, made this 1st day of April, 1969, by and between MATTHEY BISHOP, INC., a Pennsylvania corporation (hereinafter called "MBI") and WHITTAKER CORPORATION, a California corporation (hereinafter called "Whittaker").

WITNESSETH:

The parties hereto, in consideration of the representations and covenants herein, and intending to be legally bound, do hereby represent and warrant and agree as follows:

1. MBI warrants that it is the owner of tract number 2 on the plan of Yerkes Engineering Co., dated February 26, 1969 attached hereto and made a part hereof (hereinafter referred to as "the premises").

2. MBI hereby grants to Whittaker a right of first refusal as to the premises, subject to all of the terms and conditions set forth herein.

3. Following receipt of a bona fide offer to purchase the premises (hereinafter referred to as the "offer") and MBI's determination to accept such offer subject only to this Agreement, MBI shall give Whittaker written notice stating the dollar amount and the settlement date of the offer.

4. Whittaker shall have ten (10) business days after receipt of said written notice in which to exercise its right of first refusal.

5. To exercise its right of first refusal, Whittaker shall deliver to MBI notice in writing of its election to purchase the premises at the dollar amount and on the settlement date of the offer, together with its certified check in the amount of ten percent (10%) of the offer price.

6. Settlement shall take place on the settlement date of the offer at a time and place to be determined by MBI.

7. At settlement, MBI shall tender a quitclaim deed to Whittaker upon payment by Whittaker to MBI by certified check of the entire balance due on the purchase price. MBI and Whittaker shall each pay one-half (1/2) of the applicable transfer taxes.

8. This Agreement shall not be filed of record in the office of the Recorder of Deeds of Chester County,

Pennsylvania, or in any other public record, file or docket.

9. This Agreement shall become void and all rights of the parties hereunder shall terminate upon the happening of any of the following events:

(a) Transfer of ownership of tract number 1 on the attached plan to any person other than Whittaker Corporation or Whittaker Enterprises, Inc.

(b) Failure of Whittaker to exercise its right of first refusal within the time set forth in section 4 above.

(c) Any purported assignment or transfer of the rights of Whittaker hereunder except with the express written consent of MBI.

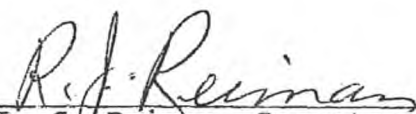
(d) Construction and use by MBI of office or production facilities on the premises.

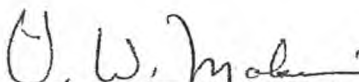
10. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ATTEST

MATTHEY BISHOP, INC.



R. J. Reiman, Secretary

By 
V. W. Makin, President

(CORPORATE SEAL)

ATTEST

WHITTAKER CORPORATION


Elizabeth L. Luttman
Assistant Secretary

By 
WILLIAM BROOKS
VICE PRESIDENT

(CORPORATE SEAL)



9229 Sunset Boulevard • Los Angeles • California 90069 • Telephone: (213) 274-0771

April 1, 1969
1-10-47


Matthey Bishop, Inc.
Malvern, Pennsylvania

Gentlemen:

We understand that Matthey Bishop, Inc. is conducting tests to determine whether there is sufficient platinum residue in the septic system of the land and buildings owned by Bishop Tube Co. to make reclamation profitable. If the tests disclose sufficient amounts of platinum to justify reclamation, we agree that Matthey Bishop, Inc. may remove the septic tank in order to effect reclamation, provided only that such removal is completed on or before September 1, 1969, a replacement system is promptly installed with minimum inconvenience and interruption of use, and Matthey Bishop, Inc. promptly reimburses Whittaker Enterprises for any physical damages resulting from removal of the septic tank.

Very truly yours,

WHITTAKER CORPORATION

By 
Morton Brooks
Vice President

JMI000150

H. G. E.

LAW OFFICES OF
SAUL, EWING, REMICK & SAUL
23RD FLOOR PACKARD BUILDING
PHILADELPHIA 19102

CABLE ADDRESS: BIDSAL
TELEPHONE: 215 LOCUST 3-7777

April 1, 1969

Whittaker Corporation
9229 Sunset Boulevard
Los Angeles, California 90069

Gentlemen:

This office is general counsel for Matthey Bishop, Inc., (hereafter referred to as "MBI") and Bishop Tube Co., (hereafter referred to as "Tube Co."), and has represented these corporations in connection with the Agreement and Plan of Reorganization between Matthey Bishop, Inc. (and its subsidiary Bishop Tube Co.) and Whittaker Corporation (and its subsidiary Whittaker Enterprises, Inc.) dated February 28, 1969, (hereafter referred to as "Agreement"). As such, it is our opinion that:

1. Tube Co. is duly organized and existing in good standing under the laws of Pennsylvania, and has all necessary corporate powers and authority to own and conduct its business as now owned and operated by it. Tube Co. conducts no business and owns no assets which would require it to qualify to do intrastate business in any other jurisdiction except California.
2. The authorized capital stock of Tube Co. consists of 1,000 shares of capital stock, \$100. par value, of which 1,000 shares are issued and outstanding. Said stock has been duly authorized, validly issued and is fully paid and non-assessable.
3. The execution and delivery of the Agreement by MBI and the performance by MBI of its obligations thereunder have been duly authorized by vote of the Board of Directors of MBI. No further corporate authorization or any other authorization, consent or approval by any federal, state, or local authority or administrative agency, or by any other person is necessary in respect of the execution and delivery of the Agreement by MBI or the performance by MBI of its obligations thereunder. MBI has the right, power and legal capacity and authority to enter into the

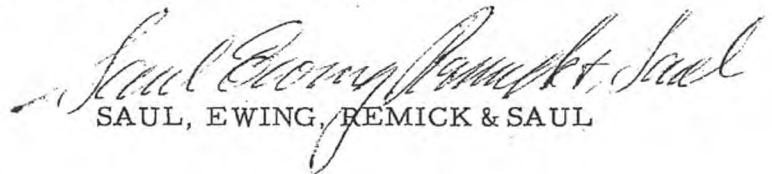
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Agreement and to perform its obligations thereunder, and no approval of any federal, state, or local authority or court or administrative agency is necessary to authorize the execution and delivery of the Agreement by MBI or the performance by it of its obligations thereunder. The Agreement is a valid and binding agreement of MBI enforceable in accordance with its terms except as the same may be limited by bankruptcy and insolvency laws and other similar laws affecting the rights of creditors generally.

4. Based on a review of the agreements set forth in Exhibit K of the Agreement, the Uniform Commercial Code financing statement docket in West Chester, Pennsylvania, the other Exhibits to the Agreement, and the minutes of the Board of Directors of MBI and Tube Co. (including minutes of executive committee's of said Boards), and based on interviews with cognizant officers of MBI and Tube Co., we have no knowledge that either the execution of the Agreement or the consummation of the transactions contemplated thereby will result in a breach of any term or provision or constitute a default, or an event which would with notice or lapse of time or both constitute a default under the Articles of Incorporation or the By-Laws of Tube Co. under any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, instrument or other agreement to which Tube Co. is a party, or by which Tube Co. is bound, or constitutes an event which would permit any party to any such agreement to terminate such agreement or to accelerate the maturity of any indebtedness or other obligation evidenced by or incurred pursuant to such agreement or result in the creation or imposition of any lien, charge, or encumbrance upon any asset of Tube Co.
5. Tube Co. has good and marketable title to all of its assets (including those described in the Exhibits to the Agreement), free and clear of all liens, leases, encumbrances, equities, conditional sales contracts, security interests, charges and restrictions, except as set forth in the Agreement or in the Exhibits thereto.
6. Except as set forth in Exhibit O of the Agreement, we have no knowledge of any legal administrative, arbitration or other proceeding or governmental investigation (a) pending, affecting or threatened against Tube Co. or any of its assets, (b) pending

with respect to any matter arising out of the business of Tube Co. or (c) pending or threatened by or against any officer, director or employee of Tube Co. in connection with the affairs of Tube Co. Tube Co. is not presently engaged in, or the best of our knowledge, contemplating any legal action to recover claims for monies due it or damages sustained by it except as indicated in said Exhibit. Tube Co. is not subject to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality, except as set forth in said Exhibit.

7. There have been furnished to Whittaker (a) the minute books of Tube Co. containing correct and complete records of all proceedings, actions and meetings of the stockholder and Board of Directors of Tube Co. required to be set forth in such minutes, and correct and complete copies of all permits, orders and consents issued by the Pennsylvania Securities Commission with respect to the securities of Tube Co., and of all applications therefor, and (c) correct and complete copies of the Articles of Incorporation and By-Laws of Tube Co. and of all amendments thereto.


SAUL, EWING, REMICK & SAUL



9229 Sunset Boulevard • Los Angeles • California 90069 • Telephone: (213) 274-0771

April 1, 1969

Matthey Bishop, Inc.
Malvern,
Pennsylvania 19355

Gentlemen:

As general counsel of Whittaker Corporation, a California corporation ("Whittaker"), I am rendering this opinion to you in compliance with Section 8.3 of that certain Acquisition Agreement and Plan of Reorganization dated February 28, 1969, by and between you and Whittaker (the "Agreement").

For purpose of rendering this opinion, I have made such legal and factual examinations and inquiries as I deem appropriate.

On the basis of such examinations and inquiries, and relying thereon, I am of the opinion that:

(1) Whittaker and Whittaker Enterprises, Inc. ("Enterprises") each is a corporation duly organized and validly existing and in good standing under the laws of California and Pennsylvania respectively, and has all necessary corporate powers to execute, deliver and perform its obligations under the Agreement.

(2) Whittaker and Enterprises each has obtained all necessary authorizations and approvals of its Board of Directors or of a duly constituted committee thereof, and Enterprises has obtained all necessary authorizations and approvals of its shareholders, for the execution and delivery of the Agreement and other performance of its obligations hereunder. The Agreement is a valid and binding agreement of Whittaker and Enterprises in accordance with its terms except as the same may be limited by bankruptcy and insolvency laws and other similar laws affecting the rights of creditors generally.

(3) The Whittaker Stock and the Reserve Stock to be issued pursuant to the Agreement will, when issued to Enterprises for delivery to Matthey Bishop, Inc. ("MBI") pursuant to the Agreement, and upon receipt of consideration therefore, be duly authorized, validly issued, fully paid

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Matthey Bishop, Inc.
April 1, 1969
Page Two

and non-assessable, and have been approved by the New York Stock Exchange for listing thereon, subject to notice of issuance.

(4) Whittaker has filed a registration statement under the Securities Act of 1933, for, among others, 30,900 of the shares of Whittaker Stock and such registration statement became effective February 28, 1969.

Very truly yours,

WHITTAKER CORPORATION



Charles R. Collins
Vice President and
General Counsel

DAK:CRC:cb

JMI000155

WHITTAKER CORPORATION

Acquisition of the Capital Stock
of
Bishop Tube Company

CLOSING MEMORANDUM

Closing Date: April 1, 1969

I. Corporate Action

1. On December 20, 1968, the Executive Committee of the Board of Directors of Whittaker Corporation (Whittaker) adopted resolutions authorizing the execution and delivery of an Acquisition Agreement and Plan of Reorganization by and between Matthey Bishop, Inc. (and its subsidiary, Bishop Tube Co.) and Whittaker (and its subsidiary, Whittaker Enterprises, Inc.) (the Acquisition Agreement), the issuance and delivery of a maximum of 179,334 shares of Whittaker Common Stock, \$1.00 par value, the reservation of an additional number of such shares of stock and other related matters necessary to consummate the transactions contemplated by the Acquisition Agreement.
2. On February 18, 1969, a meeting of the Board of Directors of Matthey Bishop, Inc. (MBI) was held at which resolutions were adopted authorizing execution and delivery of the Acquisition Agreement and other related matters necessary to consummate the transactions contemplated by the Acquisition Agreement.

II. Matters Prior to the Closing

1. On February 28, 1969, Whittaker and MBI executed and delivered the Acquisition Agreement.
2. On March 27, 1969, Whittaker filed a Listing Application with the New York Stock Exchange to list 285,000 additional shares of Common Stock, \$1.00 par value, to be issued in connection with the acquisition by Whittaker Enterprises, Inc. (Enterprises) of all of the outstanding

stock of Bishop Tube Co. (Tube Co.). Prior to Closing, Whittaker received assurances satisfactory to it that the Whittaker Common Stock had been so listed.

3. Between February 28, 1969 and the date of Closing, MBI delivered to Whittaker the following documents or schedules:
 - (a) Exhibit E - Financial Statements of Tube Co. as of January 31, 1969.
 - (b) Exhibit F - Accounts receivable as of January 31, 1969.
 - (c) Exhibit G - Tangible personal property.
 - (d) Exhibit H - Inventory as of January 31, 1969.
 - (e) Exhibit I - Real property.
 - (f) Exhibit J - Labor, Benefit and Employment Agreements.
 - (g) Exhibit K - Contracts and Agreements.
 - (h) Exhibit L - Insurance.
 - (i) Exhibit M - Employees, Officers and Directors.
 - (j) Exhibit N - Customers and sales.
 - (k) Exhibit O - Litigation.
 - (l) Exhibit P - Open capital work orders.
4. Prior to Closing, Whittaker delivered to MBI its financial statements as set forth in its 1968 Annual Report.

III. Closing

The Closing was held at the offices of Whittaker Corporation, 9229 Sunset Boulevard, Los Angeles, California at 1:00 p.m., local time, on April 1, 1969. The persons present are shown on Exhibit A hereto.

All of the following transactions were deemed to have

taken place simultaneously at the Closing and no delivery or transfer made at the Closing were considered to have been finally made before all steps taken at the Closing had been completed.

1. MBI delivered to Whittaker an Investment Letter in the form of Exhibit E.
2. MBI and Tube Co. delivered to Whittaker certified copies of the resolutions of their Boards of Directors authorizing the execution and delivery of the Acquisition Agreement and approving and authorizing the implementation of the transactions contemplated thereunder.
3. MBI delivered to Whittaker a Certificate of Incumbency of its officers authorized to execute the Acquisition Agreement and documents in implementation of the transaction contemplated thereunder.
4. MBI delivered to Whittaker a certificate pursuant to Section 7.4.
5. MBI delivered Whittaker a Covenant Not to Compete in the form attached to the Acquisition Agreement as Exhibit Q, pursuant to Section 7.9 of the Acquisition Agreement.
6. MBI delivered to Whittaker an opinion of its counsel pursuant to Section 7.5 of the Acquisition Agreement.
7. Whittaker delivered to MBI an opinion of its counsel, pursuant to Section 8.3 of the Acquisition Agreement.
8. MBI delivered to Whittaker a certificate registered in the name of Enterprises for 1,000 shares of Tube Co.
9. Enterprises delivered to MBI a certificate registered in the name of MBI for 179,334 shares of Whittaker Common Stock, \$1.00 par value.
10. Whittaker and MBI executed and delivered the Registration Agreement attached to the Acquisition Agreement as Exhibit C.

11. Whittaker delivered to MBI evidence of listing on the New York Stock Exchange of the shares of Common Stock issuable pursuant to the Acquisition Agreement.
12. Whittaker and MBI executed and delivered an Agreement relating to the computation of shares deliverable at the Closing.
13. MBI delivered a copy of the Lease Agreement dated January 31, 1969 between MBI and Tube Co.
14. MBI and Whittaker executed and delivered an Agreement relating to the pension funds.
15. Whittaker delivered a letter to MBI relating to the septic system.
16. MBI delivered to Whittaker an Agreement relating to the right of the first refusal to purchase the parcel contiguous to property of Tube Co.
17. MBI delivered a copy of its deed to Tube Co.
18. MBI delivered to Enterprise the minute book and seal of Tube Co.

EXHIBIT A
PERSONS PRESENT-AT CLOSING

Whittaker:

M. Brooks
D. A. Kinsler
G. Michaelis

Bishop:

V. Makin
R. Reiman

Counsel for Bishop:

C. Howard Thomas, Jr.

Merger of Bishop Tube Co.
Into Whittaker Enterprises, Inc.
Pursuant to Agreement
And Plan of Reorganization
Dated February 28, 1969

Settlement at the offices of: Whittaker Corporation
9229 Sunset Boulevard
Los Angeles, California
April 1, 1969

Present for Matthey Bishop, Inc. and Bishop Tube Co.: V. W. Makin,
President, R. J. Reiman, Secretary and C. H. Thomas, Jr., Esq., Counsel.
Present for Whittaker Corporation and Whittaker Enterprises, Inc.: Morton
Brooks, Vice President, David A. Kinsler, Senior Corporate Attorney and
George Michaelis.

TABLE OF CONTENTS

1. Agreement and Plan of Reorganization Dated February 28, 1969.
2. Plan of Merger.
3. Articles of Merger.
4. Matthey Bishop, Inc. Certified Copy of Resolution of the Board of Directors.
5. Bishop Tube Co. Certified Copy of Director and Shareholder Resolutions.
6. Matthey Bishop, Inc. Certificate of Incumbency.
7. Matthey Bishop, Inc. Certification as to Fulfillment of Conditions.
8. Whittaker's Listing Application with New York Stock Exchange.
9. Whittaker's Evidence of Listing.
10. Investment Letter.

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11. Registration Agreement.
12. Agreement as to Computation of Share Value.
13. Agreement Not to Compete.
14. Agreement Between Whittaker Corporation and Matthey Bishop, Inc.
Concerning Labor Contract.
15. Letter Agreement Between Matthey Bishop, Inc. and United Steelworkers
of America Concerning Labor Contract.
16. Letter Agreement Between Bishop Tube Co. and United Steelworkers
of America Concerning Labor Contract.
17. Agreement Concerning Division of Pension Assets and Liabilities.
18. Right of First Refusal for Contiguous Parcel.
19. Agreement Concerning the Septic System.
20. Opinion of Saul, Ewing, Remick & Saul.
21. Opinion of General Counsel of Whittaker Corporation.
22. Closing Memorandum.