

ALBANY INTERNATIONAL CORP.

December , 1983

North Lawe Corporation
c/o The Charterhouse Group
International, Inc.
477 Madison Avenue
New York, New York 10022

Dear Sirs:

In connection with the Assets Purchase Agreement, dated December , 1983, between us, as Seller, and you, as Buyer, and, in particular, with respect to Section 2.19 thereof, we have agreed as follows:

1. Seller hereby indemnifies and agrees to defend and hold harmless Buyer and Buyer's successors and assigns from and against any and all claims, damages, losses and liabilities (including reasonable attorneys' fees) which may at any time be asserted against or suffered by Buyer as a result or on account of environmental effects of Seller's former chrome plating activities at the Appleton, Wisconsin, site.

2. Buyer shall promptly notify Seller as to (i) the nature of any claims, damages, losses or liabilities asserted against or suffered by Buyer for which Buyer intends to seek indemnity hereunder and (ii) the commencement of any suit or proceeding brought to enforce any such claims, damages, losses or liabilities. Seller shall be entitled to assume the defense of any such suit or other proceeding, and Buyer shall cooperate, and shall be entitled reasonably to consult, with Seller with respect to such defense. If Seller shall notify Buyer that Seller has elected to assume any such defense, Seller shall not be liable to Buyer hereunder for any legal or other expenses subsequently incurred by Buyer in connection with such defense.

3. Buyer will not engage in any chrome plating or other activities which may result in the escape of chrome ions at the Appleton site.

4. Buyer will permit Seller, or persons retained by Seller, to come onto the Appleton property being transferred to Buyer for the purpose of carrying out test borings, drilling test wells and conducting other testing activities in a reasonable manner in order to determine the existence, nature and extent of any environmental effects of Seller's former chrome plating activities at the Appleton site.

5. Notwithstanding the foregoing, Seller shall not have any liability to Buyer for any disruption or interruption of Buyer's manufacturing or other business activities which may result from any action required to correct any environmental condition resulting from Seller's former chrome plating activities at the Appleton site.

Please sign and return the enclosed copy of this letter to evidence that the above accurately states our agreement with respect to this matter.

Very truly yours,

ALBANY INTERNATIONAL CORP.

By _____

Agreed:

NORTH LAWE CORPORATION

By _____

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