FORM SC TO-T/A

Third party tender offer statement [amend]

Filing Date: **2000-06-15**
SEC Accession No. 0000950109-00-002501

SUBJECT COMPANY

BRUNSWICK TECHNOLOGIES INC

CIK:**826075**| IRS No.: **010402052** | State of Incorp.:**ME** | Fiscal Year End: **1231**
Type: **SC TO-T/A** | Act: **34** | File No.: **005-50449** | Film No.: **655917**
SIC: **2221** Broadwoven fabric mills, man made fiber & silk

Mailing Address
43 BIBBER PARKWAY
BRUNSWICK ME 04011

Business Address
43 BIBBER PKWY
BRUNSWICK ME 04011
2077297792

FILED BY

COMPAGNIE DE SAINT GOBAIN

CIK:**1012037**
Type: **SC TO-T/A**

Mailing Address
LES MIROIRS
PARIS LA DEFENSE CED

Business Address
LES MIROIRS
18 AVE D'ALSACE
COURBEVOIE
COURBEVOIE I0 00000
6103417000

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE TO
TENDER OFFER STATEMENT UNDER SECTION
14(d)(1) OR 13(e)(1)OF THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 18)

BRUNSWICK TECHNOLOGIES, INC.

(Name of Subject Company)

VA ACQUISITION CORPORATION

CERTAINTEED CORPORATION

Indirect wholly owned subsidiaries of

COMPAGNIE DE SAINT-GOBAIN

(Name of Filing Person--Offeror)

COMMON STOCK, PAR VALUE $0.0001 PER SHARE
(Title of Class of Securities)

117394 10 6
(CUSIP Number of Class of Securities)

JOHN R. MESHER
VICE PRESIDENT, GENERAL COUNSEL
AND SECRETARY
CERTAINTEED CORPORATION
750 E. SWEDESFORD ROAD
VALLEY FORGE, PENNSYLVANIA 19482
TELEPHONE: (610) 341-7108
(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications on Behalf of Filing Persons)

COPY TO:
PETER O. CLAUSS, ESQ.
PEPPER HAMILTON LLP
3000 TWO LOGAN SQUARE
EIGHTEENTH AND ARCH STREETS
PHILADELPHIA, PENNSYLVANIA 19103-2799
TELEPHONE: (215)981-4541

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE
$44,623,224	$8,925

* Based on the offer to purchase, all of the outstanding shares of common stock of Brunswick Technologies, Inc. at a purchase price of $8.50 cash per share, 5,234,415 shares issued and outstanding as of June 9, 2000, less 713,746 shares owned by an affiliate of Offeror, and outstanding "in the money" options with respect to 729,122 shares as of June 9, 2000 with an exercise price of $8.50 or less per share, in each case as represented by Brunswick Technologies, Inc. in the Merger Agreement dated as of June 12, 2000.

[x] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: $8,147
Form or Registration No.: Schedule TO and Amendment No. 18 thereto.
Filing Party: VA Acquisition Corporation and CertainTeed Corporation
Date Filed: April 20, 2000 and June 15, 2000.

[ ] Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

[x] third party tender offer subject to Rule 14d-1.
[ ] issuer tender offer subject to Rule 13e-4.
[ ] going-private transaction subject to Rule 13e-3.

[x] amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: [ ]

This Amendment No. 18 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission on April 20, 2000, as amended by Amendment No. 1, by Amendment No. 2, by Amendment No. 3, by Amendment No. 4, by Amendment No. 5, by Amendment No. 6, by Amendment No. 7, by Amendment No. 8, by Amendment No. 9, by Amendment No. 10, by Amendment No. 11, by Amendment No. 12, by Amendment No. 13, by Amendment No. 14, by Amendment No. 15, by Amendment No. 16 and by Amendment No. 17 thereto filed with the Commission on April 24, 2000, April 26, 2000, April 28, 2000, May 2, 2000, May 2, 2000, May 3, 2000, May 4, 2000, May 5, 2000, May 8, 2000, May 11, 2000, May 15, 2000, May 16, 2000, May 17, 2000, May 25, 2000, May 30, 2000, May 31, 2000 and June 13, 2000 respectively (collectively, the "Schedule TO") by CertainTeed Corporation, a Delaware corporation ("CertainTeed" or the "Parent"), and VA Acquisition Corporation, a Maine corporation and an indirect wholly owned subsidiary of CertainTeed (the "Purchaser"), both of which are indirect wholly owned subsidiaries of Compagnie de Saint-Gobain. The Schedule TO relates to the offer by the Purchaser to purchase all outstanding shares of common stock, par value $0.0001 per share, including the associated rights to purchase preferred stock (the "Shares"), of Brunswick Technologies, Inc., a Maine corporation ("BTI" or the "Company"), at $8.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated April 20, 2000 (the "Offer to Purchase"), as amended and supplemented by the Supplement thereto, dated June 15, 2000 (the "Supplement"), and in the related Letters of Transmittal, (which, as amended or supplemented from time to time, together constitute the "Improved Offer"), copies of which are attached as Exhibits (a)(1), (a)(2), (a)(24) and (a)(25), respectively, to the Schedule TO. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Offer to Purchase, the Supplement and in the Schedule TO.

On June 15, 2000, CertainTeed and Purchaser disseminated the Supplement and the related revised form of Letter of Transmittal relating to the Improved Offer. The Schedule TO, the Offer to Purchase and the Letter of Transmittal are amended and supplemented by such documents, which are filed as exhibits hereto and incorporated herein by reference.

This Amendment No. 18 to Schedule TO also constitutes Amendment No. 18 to the statement on Schedule 13D of Parent, Saint-Gobain and Vetrotex, filed on February 18, 1997.

ITEM 12. MATERIALS TO BE FILED AS EXHIBITS.

Item 12 of the Schedule TO is hereby amended and supplemented to include the following information:

EX-99.A(24) Supplement to the Offer to Purchase, dated June 15, 2000.

EX-99.A(25) Revised Form of Letter of Transmittal, dated June 15, 2000.

EX-99.A(26) Joint Letter of Certainteed and Brunswick Technologies, Inc. dated June 15, 2000.

EX-99.A(27) Agreement and Plan of Merger dated as of June 12, 2000 among Brunswick Technologies, Inc., CertainTeed Corporation and VA Acquisition Corporation.

EX-99.A(28) Form of Shareholder Agreement between a BTI Shareholder and VA Acquisition Corporation.

EX-99.A(29) Form of Non-compete Agreement between a BTI executive and BTI.

EX-99.A(30) First Amendment to Employment Agreement dated as of June 12, 2000 between Brunswick Technologies, Inc. and Martin S. Grimnes.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 15, 2000

VA Acquisition Corporation

By: /s/ John R. Mesher

John R. Mesher
Vice President and Secretary

CertainTeed Corporation

By: /s/ John R. Mesher

John R. Mesher
Vice President, General Counsel

and Secretary

EXHIBIT INDEX

(a)(1) Offer to Purchase, dated April 20, 2000.*

(a)(2) Form of Letter of Transmittal.*

(a)(3) Form of Notice of Guaranteed Delivery.*

(a)(4) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*

(a)(5) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*

(a)(6) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.*

(a)(7) Form of summary advertisement, dated April 20, 2000.*

(a)(8) Text of press release issued by CertainTeed, dated April 20, 2000.*

(a)(9) Text of press release issued by CertainTeed, dated April 24, 2000.*

(a)(10) Text of press release issued by CertainTeed, dated April 26, 2000.*

(a)(11) Text of letter to shareholders of Brunswick Technologies, Inc. dated May 2, 2000.*

(a)(12) Text of press release issued by CertainTeed, dated May 2, 2000.*

(a)(13) Text of press release issued by CertainTeed, dated May 3, 2000.*

(a)(14) Text of newspaper advertisement issued by CertainTeed and published on May 4, 2000 in the Portland Press Herald and Brunswick Times Record.*

(a)(15) Text of press release and open letter to the directors of Brunswick Technologies, Inc. issued by CertainTeed, dated May 8, 2000.*

(a)(16) Text of press release issued by CertainTeed, dated May 11, 2000.*

(a)(17) Text of definitive additional proxy materials dated May 12, 2000 and sent by Vetrotex CertainTeed Corporation, a shareholder of Brunswick Technologies, Inc. and an affiliate of CertainTeed.*

(a)(18) Text of press release issued by CertainTeed, dated May 16, 2000.*

(a)(19) Copy of Vetrotex Answer and Counterclaims filed on May 26, 2000, in response to the BTI Complaint filed on May 23, 2000.*

(a)(20) Copy of Vetrotex Motion for Declaratory Judgment and Preliminary Injunction filed on May 26, 2000.*

(a)(21) Copy of Vetrotex letter of May 26, 2000 to directors of BTI.*

(a)(22) Copy of Vetrotex letter of May 31, 2000 to shareholders of BTI.*

(a)(23) Copy of Joint Press Release of CertainTeed and Brunswick Technologies dated June 13, 2000.*

(a)(24) Supplement to the Offer to Purchase, dated June 15, 2000.

(a)(25) Revised Form of Letter of Transmittal, dated June 15, 2000.

(a)(26) Joint Letter of CertainTeed and Brunswick Technologies, Inc. dated June 15, 2000.

(a)(27) Agreement and Plan of Merger dated as of June 12, 2000 among Brunswick Technologies, Inc., CertainTeed Corporation and VA Acquisition Corporation.

(a)(28) Form of Shareholder Agreement between a BTI Shareholder and VA Acquisition Corporation.

(a)(29) Form of Non-Complete Agreement between a BTI Executive and BTI.

(a)(30) First Amendment to Employment Agreement dated as of June 12, 2000 between Brunswick Technologies, Inc. and Martin S. Grimnes.

(d) None.

(g) None.

(h) Not applicable.

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* Previously filed as exhibits to Schedule TO.

Offer Supplement
Supplement to the Offer to Purchase Dated April 20, 2000

VA Acquisition Corporation

an indirect wholly owned subsidiary of

CertainTeed Corporation

an indirect wholly owned subsidiary of

Compagnie de Saint-Gobain

Has Amended Its Offer to Purchase for Cash

And Is Now Offering to Purchase
All Outstanding Shares of Common Stock
(Including the Associated Rights to Purchase Preferred Stock)

of

Brunswick Technologies, Inc.

at

$8.50 Net Per Share

THE IMPROVED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, JUNE 29, 2000, UNLESS THE IMPROVED OFFER IS FURTHER EXTENDED. THE IMPROVED OFFER IS SUBJECT TO CERTAIN CONDITIONS.

A SUMMARY OF THE PRINCIPAL TERMS OF THE IMPROVED OFFER APPEARS ON PAGES (ii) AND (iii). YOU SHOULD READ THIS ENTIRE DOCUMENT CAREFULLY IN CONJUNCTION WITH THE OFFER TO PURCHASE AND RELATED DOCUMENTS BEFORE DECIDING WHETHER TO TENDER YOUR SHARES.

Questions and requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth on the back cover of this Supplement to the Offer to Purchase. Additional copies of the Offer to Purchase, this Supplement, the Letters of Transmittal and the Notice of Guaranteed Delivery may also be obtained from the Information Agent, brokers, dealers, commercial banks or trust companies.

The Dealer Manager for the Improved Offer is:

Lehman Brothers

June 15, 2000

TABLE OF CONTENTS

<TABLE>
<CAPTION>

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SUMMARY OF THE IMPROVED OFFER

Principal Terms

- CertainTeed Corporation, an indirect wholly owned subsidiary of Compagnie de Saint-Gobain, through its indirect wholly owned subsidiary, VA Acquisition Corporation, is offering to buy all outstanding shares of Brunswick Technologies, Inc. ("BTI") common stock and the associated rights to purchase BTI preferred stock. The tender price is $8.50 net per share in cash. Tendering shareholders will not have to pay brokerage fees or commissions.

- The improved offer is the first step in our plan to acquire all of the outstanding BTI shares. We intend, promptly after completion of the improved offer, to seek to have BTI consummate a merger with VA Acquisition Corporation in which each remaining BTI share (except for shares owned by BTI or by VA Acquisition Corporation and its affiliates or by shareholders who perfect their dissenters' rights under Maine law) would be converted into $8.50 net per share in cash. BTI shareholders whose shares are not purchased in the improved offer may exercise dissenters' rights in connection with the merger.

- The improved offer will expire at 12:00 midnight, New York City time, on Thursday, June 29, 2000, unless we extend the improved offer.

- If we decide to extend the improved offer, we will issue a press release giving the new expiration date no later than 9:00 a.m., New York City time, on Friday, June 30, 2000.

Conditions

We are not required to complete the improved offer and purchase any BTI shares unless:

- at least a majority of the total number of outstanding BTI shares (including the shares currently owned by an affiliate of CertainTeed Corporation) on a fully diluted basis (including the exercise of all outstanding options) are validly tendered and not withdrawn prior to the expiration of the improved offer;

- we are satisfied, in our sole discretion, that Section 611-A of the Maine Business Corporation Act is inapplicable to our acquisition of BTI shares and any subsequent business transaction involving any of us and BTI, including the contemplated merger; and

- BTI's preferred share purchase rights are redeemed by the BTI board of directors or we are satisfied, in our sole discretion, that the rights are inapplicable to the improved offer and any subsequent business transaction involving any of us and BTI, including the merger.

Other conditions to the improved offer are described at pages 20 through 23. The improved offer is not conditioned on our obtaining financing.

Procedures for Tendering

If you wish to accept the improved offer, this is what you must do:

- If you are a record holder (i.e., a stock certificate has been issued to you), you must complete and sign the enclosed revised letter of transmittal and send it with your stock certificate to the depositary for the offer or follow the procedures described in the original Offer to Purchase for book-entry transfer. These materials must reach the depositary before the improved offer expires. Detailed instructions are contained in the revised (green) Letter of Transmittal and on pages 4 through 6 of the original Offer to Purchase.

- If you are a record holder but your stock certificate is not available or you cannot deliver it to the depositary before the improved offer expires, or you are unable to comply with the book entry procedures, you may be able to tender your BTI shares using the notice of guaranteed delivery provided with the original Offer to Purchase. Please call our information agent, Innisfree M&A Incorporated, at (212) 750-5833 (call collect) or (888) 750-5834 (toll free) for assistance. See pages 5 through 6 of the original Offer to Purchase for further details.

- If you hold your BTI shares through a broker or bank, you should contact your broker or bank and give instructions that your BTI shares be tendered.

- If you have already tendered your shares with the (blue) Letter of Transmittal sent with the original Offer to Purchase, you do not need to resend the revised (green) Letter of Transmittal.

Withdrawal Rights

- If, after tendering your BTI shares in the improved offer, you decide that you do NOT want to accept the improved offer, you can withdraw your shares by instructing the depositary before the improved offer expires. If you tendered your shares by giving instructions to a broker or bank, you must instruct the broker or bank to arrange for the withdrawal of your shares. See pages 6 and 7 of the original Offer to Purchase for further details.

Subsequent Offering Period

- After the expiration of the improved offer, if the conditions have been satisfied or waived but less than 100% of BTI shares have been tendered, we may give BTI shareholders who have not already tendered their shares into the improved offer another opportunity to tender their shares at the same price in a subsequent offering period.

- Any subsequent offering period will begin on the day we announce that we have purchased BTI shares in the improved offer and will last between 3 and 20 business days. We may extend the subsequent offering period, but it will not last more than 20 business days in total.

- There will be no withdrawal rights in the subsequent offering period.

Subsequent Trading

- The closing price for BTI shares was $5.50 on April 14, 2000, the last trading day before we announced our proposal to acquire BTI. Before deciding whether to tender your shares, you should obtain a current market quotation for BTI shares. If the improved offer is successful, the BTI shares may continue to be traded on The Nasdaq Stock Market until the effective time of the merger, although we expect trading volume to be below its pre-offer level.

Further Information

- If you have any questions about the improved offer, you can call:

Our Information Agent:
Innisfree M&A Incorporated
Call Collect:(212) 750-5833
Toll Free:(888) 750-5834

Our Dealer Manager:
Lehman Brothers Inc.
Call Collect:(212) 526-3444

To the Holders of Common Stock of Brunswick Technologies, Inc.:

INTRODUCTION

The following information ("Supplement") amends and supplements the Offer to Purchase, dated April 20, 2000 (the "Offer to Purchase"), of VA Acquisition Corporation (the "Purchaser"), a Maine corporation and an indirect wholly owned subsidiary of CertainTeed Corporation, a Delaware corporation ("Parent"). Pursuant to this Supplement, Purchaser and Parent, both of which are indirect wholly owned subsidiaries of Compagnie de Saint-Gobain, a French corporation ("Saint-Gobain"), hereby offer to purchase all of the outstanding shares of Common Stock (the "Common Stock") with a par value of $0.0001 per share, including the associated rights to purchase preferred stock (the "Rights") issued pursuant to that certain Rights Agreement, dated April 17, 2000, between Brunswick Technologies, Inc., a Maine corporation (the "Company") and State Street Bank and Trust Company (the "Rights Agreement") (the Common Stock and the Rights are collectively referred to herein as the "Shares"), of the Company, at $8.50 per Share (such price, or such higher price per Share as may be paid in the Improved Offer (as defined below), being referred to herein as the "Improved Offer Price"), net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related (blue) Letter of Transmittal (which together constitute the "Offer"), as amended and supplemented by this Supplement and the related revised (green) Letter of Transmittal (all of which together constitute the "Improved Offer"). Tendering shareholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the enclosed Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Improved Offer. Purchaser will pay all charges and expenses of Lehman Brothers Inc. (the "Dealer Manager" or "Lehman"), ChaseMellon Shareholder Services, L.L.C. (the "Depositary") and Innisfree M&A Incorporated (the "Information Agent") incurred in connection with the Improved Offer and the Merger (as defined below). See Section 1 of this Supplement and Section 17 of the Offer to Purchase.

If a shareholder has already tendered his, her or its shares with the (blue) Letter of Transmittal sent to such shareholder in April, has not withdrawn those shares, and has properly completed that Letter of Transmittal, such shareholder does not need to do anything further and such shareholder will automatically receive the Improved Offer Price if all of the conditions to the tender are satisfied or waived.

This Supplement should be read in conjunction with the Offer to Purchase. Except as otherwise set forth in this Supplement and the revised (green) Letter of Transmittal, the terms and conditions previously set forth in the Offer to Purchase remain applicable in all respects to the Improved Offer. Unless the context requires otherwise, terms not defined herein have the meanings given in the Offer to Purchase.

The Improved Offer is conditioned upon, among other things, (1) there having been validly tendered and not withdrawn prior to the Expiration Date (as defined in Section 1 below) a number of Shares which, together with Shares then owned by Purchaser, Parent, Saint-Gobain and Vetrotex CertainTeed Corporation, an affiliate of Parent ("Vetrotex"), would represent at least a majority of the total number of outstanding Shares on a fully diluted basis (including the exercise of all outstanding options) (the "Minimum Condition"); (2)

satisfaction by the Purchaser, in its sole discretion, that Section 611-A of the Maine Business Corporation Act ("MBCA") is inapplicable to the Improved Offer and any subsequent business transaction involving Purchaser , Saint-Gobain, Parent or their affiliates and the Company, including the Merger; and (3) the Company's Rights having been redeemed by the Company's Board of Directors or Purchaser being satisfied, in its sole discretion, that the Rights are inapplicable to the Improved Offer and any subsequent business transaction involving Purchaser , Parent, Saint-Gobain or their affiliates and the Company, including the Merger.

The Board of Directors of the Company has unanimously determined that each of the Improved Offer, the Merger and the Merger Agreement described herein is fair to, and in the best interests of, the Company and its Shareholders, and has approved the Improved Offer, the Merger and the Merger Agreement. The Company's

Board of Directors unanimously recommends that the Company's shareholders accept the Improved Offer and tender their shares pursuant to the Improved Offer.

McDonald Investments, Inc. ("McDonald"), financial advisor to the Company, has delivered to the Board of Directors of the Company its written opinion to the effect that, as of June 11, 2000, and based upon and subject to the matters set forth therein, the $8.50 in cash to be paid in the Improved Offer and the Merger are fair from a financial point of view to the holders of Shares. The full text of the written opinion of McDonald containing the assumptions made, the matters considered and the scope of the review undertaken in rendering such opinion as well as the limitations of such opinion is included with the Company's solicitation/recommendation statement on Schedule 14D-9, which is being mailed to shareholders concurrently herewith. Shareholders are urged to read the full text of such opinion in conjunction with this Improved Offer.

The Improved Offer is being made pursuant to an Agreement and Plan of Merger, dated as of June 12, 2000 (the "Merger Agreement"), among the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that as soon as practicable after the consummation of the Improved Offer, and in accordance with the applicable provisions of the MBCA, Purchaser will be merged with and into the Company (the "Merger"), with the Company continuing as the surviving corporation (the "Surviving Corporation"), unless a short-form merger can be effected without shareholder approval, in which case the Company will be merged into the Purchaser, which will then be the Surviving Corporation. Thereupon, each outstanding Share (other than Dissenting Shares (as hereinafter defined), Shares held by the Company as treasury stock and Shares owned by Parent, Purchaser or Saint-Gobain or any of their subsidiaries or affiliates, or any subsidiary of the Company) will be converted into and represent the right to receive $8.50 in cash or any higher price per Share that may be paid in the Improved Offer, without interest. See Section 1.

According to the Company, as of June 9, 2000, there were outstanding 5,234,415 Shares and outstanding options to purchase an aggregate of 819,672 Shares, of which 471,499 are currently exercisable. Accordingly, Purchaser believes that the Minimum Condition would be satisfied if approximately 2,139,212 Shares (constituting a majority of all outstanding Shares on a fully diluted basis, including the exercise of all currently exercisable options) are validly tendered pursuant to the Improved Offer and not withdrawn.

The purpose of the Improved Offer is to acquire for cash as many outstanding Shares as possible as a first step in acquiring the entire equity interest in the Company. If all of the conditions to the Improved Offer are not satisfied or waived on any scheduled Expiration Date of the Improved Offer, Purchaser will extend the Improved Offer (but not beyond July 31, 2000) until such conditions are satisfied or waived; provided that (i) such conditions are reasonably capable of being satisfied, (ii) the Company exercises its reasonable best efforts to cause such conditions to be satisfied, (iii) an Acquisition Proposal (as defined below) shall not have been publicly announced and not withdrawn as of such scheduled Expiration Date, and (iv) the Company is in compliance with all of its covenants in the Merger Agreement.

The consummation of the Merger is subject to the satisfaction or waiver of

certain conditions, including the approval and adoption of the Merger Agreement by the requisite vote of the shareholders of the Company, if required by the MBCA. Under the MBCA, if Purchaser acquires, pursuant to the Improved Offer or otherwise, at least 90% of the Shares then outstanding, it will be able to effect the Merger without a vote of the shareholders. In such event, Parent, Purchaser and the Company have agreed in the Merger Agreement to take, subject to the satisfaction or (to the extent permitted under the Merger Agreement) waiver of the conditions set forth in the Merger Agreement, all necessary and appropriate action to cause the Merger to be effective as soon as practicable after the acceptance for payment and purchase of Shares pursuant to the Improved Offer, without a meeting of shareholders of the Company, in accordance with Section 904 of the MBCA. If, pursuant to the Improved Offer, or otherwise, Purchaser does not acquire Shares that, taken together with Shares owned by Parent, Saint-Gobain and their affiliates represent at least 90% of the Shares then outstanding as of any scheduled Expiration Date of the Improved Offer, but acquires at least a majority, then Purchaser and Parent would thereafter seek the approval of the Merger and the Merger Agreement by a vote of the shareholders of

the Company. The required vote to effect the Merger is a simple majority of outstanding shares, and if Purchaser and Parent own a majority, the likely outcome of the vote is approval. Under such circumstances, a somewhat longer period of time may be required to effect the Merger. For a description of the conditions set forth in the Merger Agreement and the MBCA as it relates to this transaction, see Section 10 below and Sections 11 and 16 of the Offer to Purchase.

As a condition and inducement to Parent's and Purchaser's entering into the Merger Agreement, all directors of the Company have agreed to enter into Shareholder Agreements with Purchaser (each, a "Shareholder Agreement") pursuant to which, among other things, they will agree to tender their Shares in the Improved Offer and grant proxies to Purchaser in respect of their Shares. For a description of the Shareholder Agreements, see Section 10 below. As a result of the Shareholder Agreements, the Purchaser may be deemed to be the beneficial owner of the Shares beneficially owned by the directors. According to the BTI Proxy Statement dated April 12, 2000, the directors beneficially owned 426,231 shares or 8.2% of the outstanding Shares.

THE OFFER TO PURCHASE, THIS SUPPLEMENT AND THE ENCLOSED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION AND SHOULD BE READ CAREFULLY AND IN THEIR ENTIRETY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE IMPROVED OFFER.

1. Amended Terms of the Improved Offer; Expiration Date. The discussion set forth in Section 1 of the Offer to Purchase is hereby amended and supplemented as follows:

The Improved Offer is being made for all Shares. The price per Share to be paid has been increased from $8.00 per Share to $8.50 per Share, net to the seller in cash, without interest thereon. All shareholders whose Shares are validly tendered and not withdrawn and accepted for payment in the Improved Offer (including Shares tendered prior to the date of this Supplement) will receive the increased price. The term "Expiration Date" means 12:00 midnight, New York City time, on Thursday, June 29, 2000, unless and until Purchaser, in accordance with the terms of the Merger Agreement, extends the period of time during which the Improved Offer is open, in which event the term "Expiration Date" will mean the latest time and date at which the Improved Offer, as so extended by Purchaser, will expire.

The Improved Offer is subject to certain conditions set forth in Section 15 below, including satisfaction of the Minimum Condition, inapplicability of Section 611-A of the MBCA and redemption of the Rights or other inapplicability of the Rights Plan. The Merger Agreement provides that no change or waiver may be made, without the prior written consent of the Company, that waives the Minimum Condition, changes the form of consideration to be paid, decreases the price per Share or the number of Shares sought in the Improved Offer, or imposes conditions to the Improved Offer in addition to those described in

Section 15.

The Merger Agreement provides that, notwithstanding the foregoing, without the consent of the Company, Purchaser will have the right to extend the Improved Offer if, at the scheduled or extended Expiration Date of the Improved Offer, any of the conditions to the Improved Offer shall not have been satisfied or waived, until such conditions are satisfied or waived or for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission (the "Commission" or the "SEC") or the staff thereof applicable to the Improved Offer or for any period required by applicable law. If all of the conditions to the Improved Offer are not satisfied or waived on any scheduled Expiration Date of the Improved Offer, Purchaser will extend the Offer until such conditions are satisfied or waived (but not beyond July 31, 2000) provided that (w) such conditions are reasonably capable of being satisfied, (x) the Company exercises its reasonable best efforts to cause such conditions to be satisfied, (y) an Acquisition Proposal (as defined below) shall not have been publicly announced and not withdrawn as of such scheduled Expiration Date and (z) the Company is in compliance with all of its covenants in the Merger Agreement.

Subject to the terms of the Merger Agreement, if, prior to the Expiration Date, Purchaser should decide to decrease the number of Shares being sought or to decrease the Improved Offer Price, which would require the Company's consent, such decrease in the number of Shares being sought or such decrease in the Improved Offer Price, or an increase in the Improved Offer Price, will be applicable to all shareholders whose Shares are accepted for payment pursuant to the Improved Offer. If, at the time notice of any such decrease in the number of Shares being sought or such decrease in the Improved Offer Price is first published, sent or given to holders of such Shares, the Improved Offer is scheduled to expire at any time earlier than the period ending on the tenth business day from and including the date that such notice is first so published, sent or given, the Improved Offer will be extended at least until the expiration of such ten business day period. For purposes of the Improved Offer, a "business day" means any day, other than a Saturday, Sunday or a federal holiday, and consists of the time period from 12:01 a.m. through midnight, New York City time.

The Company has provided Purchaser with the Company's shareholder lists and security position listings for the purpose of disseminating the Improved Offer to holders of Shares. This Supplement and the revised (green) Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's shareholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

Purchaser reserves the right (but is not obligated), in accordance with the applicable rules and regulations of the Commission, to provide a subsequent offering period of 3 business days to 20 business days after the expiration of the initial offering period of the Improved Offer and the purchase of Shares tendered in the Improved Offer. A subsequent offering period would give shareholders that do not tender their shares in the initial offering period of the Improved Offer another opportunity to tender their Shares and receive the same price as in the Improved Offer.

7. Certain Information Concerning the Company.

The discussion set forth in Section 7 of the Offer to Purchase is hereby amended and supplemented as follows:

Preferred Share Purchase Rights. The Company has disclosed that on June 12, 2000 the Company's Board of Directors took action to redeem the Rights under the Rights Agreement, and once such redemption is effected, the Rights Agreement will be rendered inapplicable to the Improved Offer, or any extension

thereof.

10. Background of the Improved Offer; Past Contacts, Transactions or Negotiations with the Company.

The discussion set forth in Section 10 of the Offer to Purchase is hereby amended and supplemented as follows:

On or about April 17, 2000, Purchaser and Parent delivered to the Company demands for certain shareholder lists and related information to be produced pursuant to Rule 14a-7 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and under the MBCA for use in the dissemination of proxy materials in connection with the Company's annual meeting of shareholders scheduled for May 16, 2000. Purchaser and Parent also subsequently delivered to the Company further demands for certain shareholder lists and information relating to shareholders of record on May 2, 2000 to be produced pursuant to Rule 14a-7 under the Exchange Act and under the MBCA for use in the dissemination of proxy materials in connection with the special meeting of shareholders of the Company scheduled for June 16, 2000. The Company timely responded to these demands and furnished the requested information.

On May 1 and 2, 2000, Mr. Buisson of Saint-Gobain was in Maine visiting with the governor and members of the legislature in connection with the special emergency legislation being sought by the Company, which effort, had it been successful, would have effectively postponed the June 16, 2000 special meeting of shareholders. During the course of that visit, Mr. Buisson communicated, both through his counsel to counsel for the Company, as well as through the governor and at least one member of the legislature, that he would be willing to meet with Mr. Grimnes while he was in Maine. After Mr. Buisson had returned to Paris, Mr. Grimnes indicated, through similar intermediaries, that he would be willing to have such a meeting. Mr. Buisson's schedule, however, did not permit such a meeting before June 7, 2000. Such a meeting was never scheduled, although Mr. Grimnes made one phone call to Mr. Buisson during that interim period for the purpose of commenting on an unrelated matter.

On May 2, 2000, Vetrotex sent a letter to the Company's shareholders urging defeat of the stock option plan amendment at the Company's annual meeting of shareholders. This letter characterized the proposed plan amendment as an additional anti-takeover measure blocking the Offer.

On or about May 5, 2000, the Company's investment banker (McDonald) made contact with the investment banker for Purchaser and Parent (Lehman) to indicate that the Company would explore the possible sale of the Company, possibly through a bid/auction process, but might also invite other strategic alternatives. Mr. Raj Trikha, a Managing Director of McDonald, indicated to Mr. Scott Mohr, a Managing Director of Lehman, that Purchaser and Parent were welcome to participate in the process provided they signed a confidentiality agreement, following which they would be invited to review data which included non-public information in a data room set up for that purpose at the Boston offices of the Gadsby Hannah LLP law firm (the "Data Room") and would also be invited to participate in a management presentation which would include financial projections.

On May 8, 2000, Parent sent an "open letter" to the Company's Board of Directors and published it in a press release. The letter addressed both social issues and Vetrotex's opposition to the proposed amendment of the Company's stock option plan to increase the number of available shares for grant under the stock option plan. With respect to the first subject, Parent indicated that both it and Saint-Gobain were committed to growing the operations of the Company, especially in Brunswick, Maine; that they intended to honor all existing customer and raw materials supply agreements; and that they appreciated that the value of the Company lies in its employees. With respect to the second subject, concern was expressed that making additional shares subject to a stock option plan would enable the Company's Board of Directors to follow its past practice of concentrating options among senior management, and that if such a large number of new options were granted at below market prices, equity for all shareholders of the Company would be diluted.

On May 8, 2000, Mr. Grimnes wrote a letter to George B. Amoss, a Vice President of Parent and Purchaser, responding to the "open letter" to the Company's Directors. He indicated that Parent had an open invitation to meet with the Company's Board of Directors to demonstrate Parent's commitment to the social issues addressed in the "open letter." He further indicated that the Company would continue to aggressively explore strategic alternatives to enhance value for the shareholders in a timely manner and that if Parent wished to participate in this orderly and fair process, it should contact the Company immediately.

On May 16, 2000, representatives of Purchaser, Parent and Vetrotex, together with their counsel and representatives of their proxy solicitation firm, attended the annual meeting of shareholders of the Company held in Portland, Maine. During the course of that meeting, none of these representatives publicly commented nor were there any private discussions between them and representatives of the Company other than general exchanges of pleasantries between counsel for the respective parties.

During the period May 9, 2000 through May 17, 2000, counsel for Purchaser and Parent negotiated the terms of a confidentiality agreement with McDonald and the Company's counsel. Such an agreement was entered into with the Company on May 17, 2000 (the "Confidentiality Agreement"). On May 18, 2000, representatives of Purchaser and Parent, together with counsel and representatives of Lehman, reviewed

materials provided on behalf of the Company in the Data Room. Prior to that visit, Purchaser and Parent sent a written communication to the Company requesting that certain materials be removed from the Data Room prior to that visit, particularly any documents which would indicate raw material and finished goods prices and margins, because of the relationship of Vetrotex and the Company as supplier and customer. On May 19, 2000, representatives of Purchaser and Parent, together with representatives of Lehman, attended the management presentation session and engaged in a follow-up question and answer session with various representatives of the Company and McDonald. These sessions included presentation of the Company's projections of future sales and margins, although those representatives of Purchaser and Parent in attendance who had also attended the Company's annual meeting of shareholders believed that most of the projections furnished in the management presentation duplicated projections which had been presented at the annual meeting of shareholders. Representatives of the Company asked representatives of Purchaser and Parent about the Purchaser's and Parent's plans for the Company and its employees. Representatives of the Company were provided with general information with respect to benefit plans and compensation arrangements maintained by Parent and its U.S. affiliates.

On May 22, 2000, Mr. Trikha of McDonald spoke with Mr. Mohr of Lehman as a follow-up to the management presentation. He indicated there was a matrix of other issues to be addressed as part of any bid and that these issues included plans for the three facilities of the Company; plans for its carbon business; plans for its European business; how the Company would be integrated with Cerbay (a Saint-Gobain company); what the proposed employee benefit package would be; the organizational structure of a combination with the Company; the distribution channel strategy in North America; and how the Company would be measured (e.g., pounds of product shipped; revenue growth; cash flow). He also indicated that a bid procedure letter would be sent shortly and would call for bids by the close of business on May 30, 2000.

Subsequent to these events, McDonald notified Lehman, both verbally and in a letter dated May 23, 2000, that if Purchaser and Parent wished to participate in the bidding process, their written bid (including price), a letter of intent to enter into an agreement at such price, proposals on certain social issues, proposed closing schedule and any material conditions to closing, would be due by the close of business on May 30, 2000.

On May 26, 2000, Mr. Amoss sent a letter to the Board of Directors of the

Company. The letter summarized some of the defensive measures undertaken by that Board of Directors to counter the Offer and indicated that in the near future the Board of Directors would be called upon to make important decisions about (i) the handling of the special meeting of shareholders scheduled for June 16, 2000, (ii) the evaluation of any competing alternatives to the Offer and (iii) the redemption of the Rights under the Rights Agreement. The letter continued that Parent and Vetrotex assumed that each director was personally familiar with the legal duties to which directors are held in the context of these kinds of decisions and that they have further assumed that the directors would evaluate those decisions in light of their fundamental duty to place the interests of the shareholders first.

On or about May 30, 2000, Lehman communicated with McDonald that Purchaser and Parent declined to submit a written bid for several reasons, one being that they would be bidding against themselves because of their pending Offer. McDonald indicated it might have a few other proposals, and if Purchaser and Parent did not submit a written bid, their indications of interest, even if expressed verbally, could not be considered. At no time was any increase in the Offer price communicated, either in writing or verbally, by Lehman, Purchaser or Parent. Purchaser and Parent believed their evaluation of the material made available in the Data Room and during the management presentation did not, in their judgment, justify an increase in the Offer price.

On May 31, 2000, Vetrotex sent a letter to the shareholders of the Company urging support of the Vetrotex proposals to be voted upon at the special meeting of shareholders to be held on June 16, 2000; comparing the performance of the Company's stock in the market with other comparable measures of investment performance; and urging that support of the Vetrotex proposals will protect the shareholders' investment and remove any obstacles that would block a sale of the Company.

On June 2, 2000, Mr. Peter Walmsley, in his capacity as Chairman of the Independent Committee of the Company's Board of Directors, wrote a letter to Mr. Amoss in response to his letter of May 26. This letter

reiterated the Committee's interpretation of past events and its question of why Parent was not willing to wait for two weeks in order to enter into a negotiated transaction in April; questioned the manner in which Parent calculated the Offer price; and inquired as to the effect of the proposed combination on the Company's other constituencies. The letter also addressed the rationale used by the Company's Board of Directors to institute some of the defensive measures and why it entered into the employment and severance agreement with key employees, which it felt was necessary to retain them during a very difficult time. The letter ended on a very encouraging note, indicating that the Board of Directors of the Company continued to believe that Saint-Gobain would be an appropriate partner with the Company if the terms were fair to all of the Company shareholders and other constituents. Mr. Walmsley further indicated that he had been informed through the Company's investment bankers that Parent was willing to discuss an improvement in its Offer and, therefore, principals of the Company were prepared to meet with principals of Parent and its affiliates on June 7, 2000 for the purpose of exploring a basis upon which the parties could enter into a mutually acceptable transaction.

During the end of the preceding week and into the week beginning June 5, 2000, McDonald and Lehman had several conversations related to a possible meeting between the principals of the parties, and attempting to schedule same. Mr. Grimnes confirmed in a note to Mr. Buisson on June 5, 2000, that representatives of Purchaser and Parent would meet with representatives of the Company, together with representatives from McDonald, Lehman and respective counsel for the parties, at John F. Kennedy Airport in New York on the morning of Wednesday, June 7, 2000.

On Wednesday morning, June 7, 2000, at a hotel near John F. Kennedy Airport, Roberto Caliari, Jean-Philippe Buisson, George Amoss and John Mesher, all representing Purchaser and Parent, together with Parent's advisors, Scott Mohr of Lehman and Peter Clauss of Pepper Hamilton LLP, met with Peter Walmsley,

Richard Corbin and Martin Grimnes, directors of the Company, their counsel, Daniel McKay of Eaton, Peabody, Bradford & Veague of Bangor, Maine, and Raj Trikha of McDonald. The meeting lasted most of the day and consisted of a series of meetings between the two groups interspersed with separate caucuses by each group. During one of these breakout sessions, the Company convened its remaining directors in a telephone conference call. During the meeting, the parties tentatively agreed that Purchaser and Parent would increase the Offer price from $8.00 to $8.50 per Share in exchange for a negotiated transaction to be evidenced by a definitive agreement to be promptly prepared by counsel for Purchaser and Parent and then negotiated with counsel for the Company. In addition, Purchaser and Parent indicated that the increased Offer price was contingent on a best efforts undertaking by the Company to obtain non-compete agreements from its executive officers, for which each would be paid a lump sum payment; that all of the directors enter into a form of shareholder agreement pursuant to which they would tender their shares in support of the Improved Offer and would further agree to vote their shares in support of the Improved Offer and the Merger; that the Company use its best efforts to obtain an agreement from those executives who were parties to the employment and severance agreements entered into with the Company on April 14, 2000 to deem the Improved Offer and the Merger as a "Non-Hostile Change in Control" for purposes of those agreements; and that the Company would use its best efforts to convene its Board of Directors on June 7 to at least agree with the proposal in principle.

After the Company's Board of Directors had been convened by telephone conference, these conditions were modified. Purchaser and Parent agreed they wanted an appropriate amendment to the employment and severance agreement entered into on April 14, 2000 between the Company and Martin Grimnes, but did not require similar amendments to the agreements entered into with the other executive officers. The Board of Directors of the Company indicated they would use their best efforts to encourage Mr. Grimnes to renegotiate his agreement; they would require a written commitment from Purchaser and Parent of no present intention to close the three facilities maintained by the Company; and that in exchange for a breakup fee payable to Purchaser and Parent, there should be an element of reciprocity in reimbursement of transaction expenses if Purchaser and Parent determined not to proceed with the Improved Offer or Merger without good reason. It was further clarified that if agreement along these lines could be reached, the Company's Board of Directors would take appropriate action to neutralize the Rights Agreement and any impediment in Section 611-A of the MBCA in relation to the Improved Offer and the Merger.

On Thursday, June 8, 2000, the Company's Board of Directors voted unanimously in favor of such proposals and conditions, conditioned upon an agreement on a mutually acceptable definitive agreement. On the same day, counsel for Purchaser and Parent circulated draft agreements to counsel for the Company and on Friday, June 9, counsel for the parties met in Berwyn, Pennsylvania at the suburban offices of Pepper Hamilton LLP for most of the day negotiating these agreements. Later that evening and during Saturday and Sunday, June 10-11, 2000, revisions to the draft agreements and negotiations continued. On Sunday evening, the Company's Board of Directors convened by telephonic conference, and at the conclusion of that meeting counsel for the parties continued to negotiate open issues, which negotiations continued into Monday, June 12, 2000. Finally, at another telephonic conference meeting of the Company's Board of Directors beginning at 8:00 p.m. on June 12, 2000, the definitive merger agreement and form of shareholder agreement and non-compete agreement were unanimously approved, and an exchange of signed agreements was effected shortly before midnight. Also, on June 12, 2000, negotiations were concluded between counsel for Purchaser and Parent and independent counsel for Mr. Grimnes, and an amendment to his employment and severance agreement was signed and exchanged between Mr. Grimnes and the Company. Copies of these agreements are attached as exhibits to Amendment No. 18 to the Schedule TO and a description of them follows. The Parent's and Purchaser's Board of Directors also approved these agreements and the Improved Offer on June 12, 2000.

Prior to the opening of the markets on Tuesday, June 13, 2000, Purchaser, Parent and the Company issued a joint press release announcing the signing of the definitive agreement, the Improved Offer and the extended Expiration Date.

The Merger Agreement

The following is a summary of certain provisions of the Merger Agreement, a copy of which is filed as an exhibit to Amendment No. 18 to the Tender Offer Statement on Schedule TO filed by Parent, Purchaser and Saint-Gobain pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act with the Commission in connection with the Offer and Improved Offer (together with any amendments, supplements, schedules, annexes and exhibits thereto, the "Schedule TO"). Such summary is qualified in its entirety by reference to the Merger Agreement, which is deemed to be incorporated by reference herein.

The Improved Offer. The Merger Agreement provides for the making of the Improved Offer by Purchaser. The obligation of Purchaser to accept for payment and pay for Shares tendered pursuant to the Improved Offer is subject to the satisfaction of the Minimum Condition and certain other conditions that are described in Section 15 below. Purchaser has agreed that, without the prior written consent of the Company, no change in the Improved Offer may be made which waives the Minimum Condition, changes the form of consideration to be paid, decreases the price per Share or the number of Shares sought in the Improved Offer or imposes conditions to the Improved Offer in addition to those described in Section 15.

The Merger Agreement provides that, notwithstanding the foregoing, without the consent of the Company, Purchaser will have the right to extend the Improved Offer from time to time if, at the scheduled or extended Expiration Date of the Improved Offer, any of the conditions to the Improved Offer shall not have been satisfied or waived, until such conditions are satisfied or waived, including any period required by any rule, regulation, interpretation or position of the Commission or the staff thereof applicable to the Improved Offer or any period required by applicable law. If all of the conditions to the Improved Offer are not satisfied or waived on any scheduled Expiration Date of the Improved Offer, Purchaser will extend the Improved Offer from time to time until such conditions are satisfied or waived (but not beyond July 31, 2000), provided that (w) such conditions are reasonably capable of being satisfied, (x) the Company exercises its reasonable best efforts to cause such conditions to be satisfied, (y) an Acquisition Proposal (as defined below) shall not have been publicly announced and not withdrawn as of such scheduled Expiration Date and (z) the Company is in compliance with all of its covenants in the Merger Agreement.

Company Action. The Merger Agreement states that the Board of Directors has (i) unanimously determined that the Merger Agreement and the transactions contemplated thereby, including the Improved Offer

and the Merger, are fair to and in the best interests of the Company's shareholders, (ii) unanimously approved and adopted the Merger Agreement and the transactions contemplated thereby, including the Improved Offer and the Merger, in accordance with the requirements of the MBCA and (iii) unanimously resolved to recommend acceptance of the Improved Offer and approval and adoption of the Merger Agreement and the Merger by the Company's shareholders. This recommendation of the Company's Board of Directors may be withdrawn, modified or amended only if (i) the Company has complied with the terms of the non-solicitation provisions in the Merger Agreement, including, without limitation, the requirement that it notify Parent promptly after its receipt of any Acquisition Proposal (as defined below), (ii) a Superior Proposal (as defined below) is pending at the time the Company's Board of Directors determines to take any such action, (iii) the Company's Board of Directors determines in good faith by a majority vote, on the basis of the advice of its outside legal counsel, that, consistent with its fiduciary duties under applicable law, it must take such action, and (iv) the Company shall have delivered to Parent four business days prior written notice advising Parent that it intends to take such action. For purposes of the Merger Agreement, "Acquisition Proposal" means an inquiry, offer or proposal regarding any of the following involving the Company or any of its subsidiaries: (w) any merger, consolidation, share exchange, recapitalization, business combination or other

similar transaction, (x) any sale, lease, exchange, transfer or other disposition of all or substantially all the assets of the Company and its subsidiaries, taken as a whole, in a single transaction or series of related transactions, or (y) any tender offer or exchange offer for 25% or more of the outstanding Shares or the filing of a registration statement under the Securities Act of 1933 (the "Securities Act") in connection therewith. For purposes of the Merger Agreement, "Superior Proposal" means any bona fide, unsolicited written Acquisition Proposal for 50% or more of the outstanding Shares on terms that the Board of Directors of the Company determines in good faith by a majority vote is more favorable and provides greater value to the Company's shareholders than as provided under the Merger Agreement, and such decision is made on the basis of the advice of a financial advisor of nationally recognized reputation and takes into account all the terms and conditions of the Acquisition Proposal, including any break-up fees, expense reimbursement provisions and conditions to closing.

Directors. The Merger Agreement provides that promptly following the purchase of and payment for a number of Shares that satisfies the Minimum Condition, Parent may designate all of the directors of the Company (and each committee thereof). At such time, the Company will also use its reasonable best efforts to cause individual directors designated by Parent to constitute the entire Board of Directors of the Company and each board of directors of each subsidiary of the Company.

The Merger. The Merger Agreement provides that, following the purchase of Shares pursuant to the Improved Offer, the approval of the Merger Agreement by the shareholders of the Company (if required by the MBCA) and the satisfaction or waiver of the other conditions to the Merger, Purchaser will be merged with and into the Company, in accordance with the MBCA, whereupon the separate existence of Purchaser shall cease and the Company shall be the surviving corporation (the "Surviving Corporation") unless a short-form merger can be effected without shareholder approval, in which case Purchaser shall be the Surviving Corporation. The Merger shall become effective at such time as Articles of Merger (or a Plan of Merger therein contained) are filed with the Maine Secretary of State or at such later time as is specified in such Articles of Merger (the "Effective Time"). As a result of the Merger, all of the rights, privileges, immunities, powers and franchises of the Company and Purchaser shall vest in the Surviving Corporation, and all duties, liabilities and obligations of the Company and Purchaser shall become the duties, liabilities and obligations of the Surviving Corporation, all as provided under the MBCA.

Conversion of Shares. The Merger Agreement provides that at the Effective Time, (i) each Share outstanding immediately prior to the Effective Time shall, except as otherwise provided in clause (ii) below and except for Shares held by any holder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such Shares in accordance with Section 909 of the MBCA ("Dissenting Shares"), be converted into the right to receive $8.50 in cash or any higher price per Share that may be paid pursuant to the Improved Offer, without interest (the "Merger Consideration"), (ii) each Share held by the

Company as treasury stock and each Share held by Saint-Gobain, Parent or any subsidiary of Saint-Gobain or Parent immediately prior to the Effective Time shall be canceled, and no payment shall be made with respect thereto, and (iii) each share of common stock of Purchaser outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation. The Surviving Corporation will, thereupon, become an indirect, wholly owned subsidiary of Parent.

Stock Options. The Merger Agreement provides that at or immediately prior to the Effective Time, each outstanding stock option issued by the Company to purchase Shares, whether or not vested or exercisable, will be canceled, and the Company will pay each holder of any such option at or promptly after the Effective Time for each such option surrendered an amount in cash determined by multiplying (i) the excess, if any, of the Merger Consideration over the

applicable exercise price of such option by (ii) the number of Shares such holder could have purchased (assuming full vesting of all options) had such holder exercised such option in full immediately prior to the Effective Time. Such payment shall be subject to applicable tax withholding requirements.

Prior to the Effective Time, the Company is required by the Merger Agreement to take all actions (including, if appropriate, amending the terms of any option plan or arrangement) that are within its power to give effect to the transactions contemplated by the immediately preceding paragraph.

Surviving Corporation. The Merger Agreement provides that the articles of incorporation and bylaws of Purchaser in effect at the Effective Time will be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until amended in accordance with applicable law, except that the name of the Surviving Corporation shall be Brunswick Technologies, Inc. The Merger Agreement also provides that the directors and the officers of Purchaser at the Effective Time will be the directors and the officers of the Surviving Corporation.

Representations and Warranties. The Merger Agreement contains various customary representations and warranties of the parties, including representations by the Company with respect to its corporate existence and power, corporate authorizations, governmental authorizations, non-contravention, capitalization, subsidiaries, SEC filings, financial statements, disclosure documents, absence of certain changes, no undisclosed material liabilities, compliance with laws and court orders, litigation, material contracts, finders' fees, employee benefits, environmental matters, title to real properties, insurance coverage, labor matters, intellectual property and anti-takeover statutes. Certain representations and warranties in the Merger Agreement contain exceptions for matters that would or could, as the case may be, not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, or Parent, as the case may be. The Merger Agreement provides that "Material Adverse Effect" means, with respect to any person, a material adverse effect (other than an effect that impacts the person's industry generally) on the financial condition, business or results of operations of such person and its subsidiaries, taken as a whole.

Additionally, the Company represented that it has taken, or will take, all action necessary to render the Rights issued pursuant to the terms of the Rights Agreement inapplicable to the Merger Agreement, the Shareholder Agreements, the Improved Offer, the Merger and any other transaction contemplated thereby. On June 12, 2000, the Company's Board voted to redeem the Rights under the Rights Agreement, authorizing a notice of redemption to be sent to all shareholders of the Company which declares the Rights as having been redeemed. Under the Rights Agreement, this action is sufficient to redeem the Rights and make them inapplicable to the Improved Offer, or any extension thereof.

Interim Agreements of the Company. Pursuant to the Merger Agreement, the Company has agreed that, during the period from the date of the Merger Agreement to the Effective Time, the Company and its subsidiaries will conduct their business in the ordinary course consistent with past practice and will use commercially reasonable efforts to preserve intact their business organizations and relationships with third parties and to keep available the services of their present officers and employees. Pursuant to the Merger

Agreement, without limiting the generality of the foregoing, from the date of the Merger Agreement until the Effective Time, the Company will not and will not permit any of its subsidiaries to: (a) adopt or propose any change in the Company's articles of incorporation or bylaws; (b) merge or consolidate with any other person or acquire a material amount of stock or assets of any other person; (c) sell, lease, license or otherwise dispose of any material subsidiary or material amount of assets, securities or property except (i) pursuant to existing contracts or commitments and (ii) in the ordinary course consistent with past practice; (d) (i) take any action that would make any representation and warranty of the Company under the Merger Agreement that is qualified by materiality or Material Adverse Effect inaccurate in any respect

at, or as of any time prior to, the Effective Time, (ii) take any action that would make any representation or warranty of the Company under the Merger Agreement that is not so qualified to be inaccurate in any material respect at, or as of any time prior to, the Effective Time or (iii) omit to take any action necessary to prevent any such representation or warranty from being inaccurate in any respect or material respect, as the case may be, at any such time; (e) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest of the Company, any of its subsidiaries or affiliates (except for the issuance of Shares pursuant to the exercise of options, which options are outstanding on the date of the Merger Agreement); (f)(i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock, except that any wholly owned subsidiary of the Company may declare and pay a dividend to its parent, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) repurchase, redeem or otherwise acquire any of its securities or any securities of its subsidiaries, or propose to do any of the foregoing; (g) other than in the ordinary course of business consistent with past practice, sell, transfer, license, sublicense or otherwise dispose of any material intellectual property rights or amend or modify any existing agreements with respect to any material intellectual property rights or intellectual property rights of a third party; (h)(i) except as expressly permitted, incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse or otherwise as an accommodation become responsible for, the obligations of any other person or make any loans, advances, or capital contributions to, or investments in, any other person (other than to any wholly owned subsidiary of the Company) other than the ordinary course of business consistent with past practice, (ii) enter into or amend any contract or agreement other than in the ordinary course of business consistent with past practice, (iii) authorize or make any capital expenditures or purchases of fixed assets that are not currently budgeted and that in the aggregate exceeds $250,000, (iv) terminate any material contract of the Company or amend in any material respect any such contract or (v) enter into or amend any contract, agreement, commitment or arrangement to effect any of the matters prohibited under this clause (h) other than in the ordinary course of business consistent with past practice; (i) take any action, other than as required by generally accepted accounting principles, to change accounting policies or procedures or cash maintenance policies or procedures (including, without limitation, procedures with respect to revenue recognition, capitalization of development costs, payments of accounts payable and collection of accounts receivable); (j) make any tax election not required by law and inconsistent with past practice or settle or compromise any tax liability, except to the extent the amount of any such settlement or compromise has been reserved for on the consolidated financial statements contained in certain of the Company's documents filed with the SEC, or would not have a Material Adverse Effect; (k) pay, discharge, settle, or satisfy any lawsuits, claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice of liabilities reflected or reserved against in the consolidated balance sheet of the Company as of March 31, 2000, or incurred in the ordinary course of business consistent with past practice or other payments, discharges or satisfactions which in the aggregate do not exceed $100,000 or waive the benefits of, or agree to modify in any manner, any confidentiality, standstill or similar agreement to which the Company or any of its subsidiaries is a party; (l) (i) except as described in "Other Agreements of Parent, Purchaser and the Company" below, adopt or amend any bonus, profit sharing, compensation, severance, termination, stock option, pension, retirement, deferred compensation, employment or employee benefit plan, agreement, trust, plan, fund or other arrangement for the benefit and welfare of any director, officer or employee, (ii) increase in any manner the compensation or fringe benefits of any director, officer or employee

(except for increases in the ordinary course of business consistent with past practice and that, in the aggregate, do not result in a material increase in

benefits or compensation expense to the Company) or (iii) pay any benefit not required by any currently existing plan or arrangement (including, without limitation, the granting of stock options or stock appreciation rights or the removal of existing restrictions in any benefit plans or agreements); and (m) agree or commit to do any of the foregoing.

Other Agreements of Parent, Purchaser and the Company. In the Merger Agreement, the Company has agreed that the Company, its subsidiaries and their respective officers, directors, employees, investment bankers, attorneys, accountants, consultants or other agents or advisors shall not directly or indirectly, (i) take any action to solicit, initiate, facilitate or encourage the submission of any Acquisition Proposal, (ii) except as permitted in the next paragraph, engage in discussions or negotiations with, or disclose any nonpublic information relating to the Company or any of its subsidiaries or afford access to the properties, books or records of the Company or any of its subsidiaries to, any person who the Company has reason to believe may be considering making, or has made, an Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal or (iii) grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company. The Company will notify Parent or Parent's outside legal counsel promptly (but in no event later than 36 hours) after receipt by or communication to, the Company of any Acquisition Proposal, any indication that any person is considering making an Acquisition Proposal or any request for nonpublic information relating to the Company or any of its subsidiaries or for access to the properties, books or records of the Company or any of its subsidiaries by any person who the Company has reason to believe may be considering making, or has made, an Acquisition Proposal and the Company will keep Parent fully informed of any material changes to the terms thereof.

Notwithstanding the foregoing, the Company may negotiate or otherwise engage in substantive discussions with, and furnish nonpublic information to, any person who delivers a Superior Proposal if (i) the Company has complied with the preceding paragraph, including, without limitation, the requirement that it notify Parent promptly after its receipt of any Acquisition Proposal, (ii) the Board of Directors of the Company determines in good faith by a majority vote, on the basis of advice from its outside legal counsel, that consistent with its fiduciary duties under applicable law, it must take such action, (iii) such person executes a confidentiality agreement with terms no less favorable to the Company than those contained in the Confidentiality Agreement described below, (iv) the Company shall have delivered to Parent four business days' prior written notice advising Parent that it intends to take such action and (v) the Improved Offer shall not have closed.

Between the date of the Merger Agreement and the Effective Time and subject to applicable law and the Confidentiality Agreement described below, the Company will (i) give Parent, its counsel, financial advisors, auditors and other authorized representatives full access to the offices, properties, books and records of the Company and its subsidiaries, (ii) furnish to Parent, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information as such persons may reasonably request and (iii) instruct the employees, counsel, financial advisors, auditors and other authorized representatives of the Company and its subsidiaries to cooperate with Parent in its investigation of the Company and its subsidiaries.

Pursuant to the Merger Agreement, the Company has agreed to cause a meeting of its shareholders (the "Company Shareholder Meeting") to be duly called and held as soon as reasonably practicable after consummation of the Improved Offer for the purpose of voting on the approval and adoption of the Merger Agreement and the Merger, unless the MBCA does not require a vote of shareholders of the Company for consummation of the Merger. The Merger Agreement provides that the Company will (i) promptly prepare and file with the SEC, will use its best efforts to have cleared by the SEC and will thereafter mail to its shareholders as promptly as practicable the proxy or information statement of the Company in connection with the Merger and all other proxy materials for such meeting, (ii) use its best efforts to obtain the necessary approvals by its shareholders of the Merger Agreement and the transactions contemplated thereby and (iii) otherwise comply with all legal requirements applicable to such meeting. Subject to their fiduciary duties as advised by outside counsel to the Company,

the Board of Directors will recommend approval and adoption of the Merger Agreement and the transactions contemplated thereby by the Company's shareholders.

In the Merger Agreement, the Company and Parent agreed to take all action necessary to postpone or adjourn the special meeting of shareholders of the Company scheduled for June 16, 2000 to the latest date on which the record date for the special meeting of shareholders is still valid for such meeting.

Until the Effective Time or, if earlier, the date of termination of the Merger Agreement in accordance with its terms, as soon as practicable, but in no event later than 30 days after the end of each month beginning with May 2000, the Company shall deliver to Parent unaudited financial information for such month and the corresponding month of the preceding year as customarily prepared by the Company's management for its own internal purposes.

For three years after the Effective Time, the Surviving Corporation will indemnify and hold harmless the present and former officers and directors of the Company in respect of acts or omissions occurring at or prior to the Effective Time to the fullest extent permitted by the MBCA or any other applicable laws or provided under the Company's articles of incorporation and bylaws in effect on the date of the Merger Agreement; provided that such indemnification shall be subject to any limitation imposed from time to time under applicable law. For three years after the Effective Time, the Surviving Corporation will provide officers' and directors' liability insurance in respect of acts or omissions occurring prior to the Effective Time covering each such person currently covered by the Company's officers' and directors' liability insurance policy on terms with respect to coverage and amount no less favorable than those of such policy in effect on the date of the Merger Agreement.

The Merger Agreement provides that Parent and Purchaser will honor (i) all employment, severance or similar contractual or benefit plan arrangements in accordance with their terms in existence on June 12, 2000 (one of which is in the process of being amended) and (ii) all legally imposed obligations relating to employment matters. The Merger Agreement states that it is the current intention of Parent and Purchaser to cause the Surviving Corporation to provide benefits to employees of the Company and its subsidiaries that are generally comparable in the aggregate to such employee benefits in effect on June 12, 2000 (except for stock-based plans); provided that the foregoing shall not limit or restrict the right of the Surviving Corporation or its subsidiaries to terminate the employment of such employees or subsequently to modify the benefits or other terms of employment of such employees, to the extent permitted by applicable law. Nothing in the Merger Agreement prohibits Parent from replacing any existing plan, program or arrangement with a plan, program or arrangement which Parent reasonably believes will provide such employees with benefits which are generally comparable to the benefits that would have been provided under such existing plan, program or arrangement and nothing in the Merger Agreement obligates Parent to provide such employees with any stock based compensation or value thereof (including stock options or stock appreciation rights) after the Effective Time. The Merger Agreement provides all service credited to each employee by the Company through the Effective Time will be recognized by Parent for purposes of eligibility and vesting under any employee benefit plan provided by the Surviving Corporation or Parent for the benefit of such employee.

The Merger Agreement provides that Parent has no present intention to close any company facilities.

The Merger Agreement provides that the Company and Parent will use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by the Merger Agreement.

Conditions to the Merger. The obligations of each of Parent, Purchaser and the Company to consummate the Merger are subject to the satisfaction of certain conditions, including: (a) if required by the MBCA, the Merger Agreement shall have been approved and adopted by the shareholders of the Company; (b) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger and (c) Purchaser will have purchased Shares pursuant to the Improved Offer.

The obligations of Parent and Purchaser to consummate the Merger are subject to the satisfaction of the following further conditions: (a)(i) the Company will have performed in all material respects all of its obligations under the Merger Agreement required to be performed by it at or prior to the Effective Time and (ii) the representations and warranties of the Company contained in the Merger Agreement and in any certificate or other writing delivered by the Company pursuant thereto, disregarding all qualifications and

exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct in all material respects with only such exceptions as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on the Company at and as of the date of the Merger Agreement as if made at and as of such time and at and as of the Effective Time as if made at and as of such time and (b) there shall not be instituted or pending any action, investigation or proceeding by any government or governmental authority or agency, domestic or foreign, or by any other person, before any court or governmental authority or agency, domestic or foreign, (i) challenging the acquisition by Parent, Purchaser or any of their respective affiliates of any Shares, seeking to restrain or prohibit the making or consummation of the Merger or the performance of any of the other transactions contemplated by the Merger Agreement or seeking to require the Company, Parent, Purchaser or any of their respective affiliates to pay any damages related to the Merger or the other transactions contemplated by the Merger Agreement that are material in relation to the Company taken as a whole, (ii) seeking to impose limitations on the ability of Purchaser, or to render Purchaser unable to accept for payment, pay for or purchase some or all of the Shares, (iii) seeking to restrain or prohibit Parent's ownership or operation (or that of its affiliates) of all or any portion of the business or assets of the Company and its subsidiaries or of Parent and its affiliates, or to compel Parent or any of its affiliates to dispose of or hold separate all or any portion of the business or assets of the Company and its subsidiaries or of Parent and its affiliates, (iv) seeking to impose limitations on the ability of Parent, Purchaser or any of Parent's other affiliates effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote any Shares acquired or owned by Parent, Purchaser or any of Parent's other affiliates on all matters properly presented to the Company's shareholders, (v) seeking to require divestiture by Parent, Purchaser or any of Parent's other affiliates of any Shares, (vi) alleging breach of fiduciary duty by the Directors of the Company, or (vii) that otherwise is reasonably likely to have a Material Adverse Effect on the Company or Parent.

Termination. The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of the Merger Agreement by the shareholders of the Company):

(a) by mutual written agreement of the Company and Parent;

(b) by either the Company or Parent, if (i) Purchaser shall not have accepted for payment at least that number of Shares that will satisfy the Minimum Condition pursuant to the Improved Offer before August 31, 2000; provided that the right to terminate the Merger Agreement pursuant to this clause (i) shall not be available to any party whose breach of any provision of the Merger Agreement results in the failure of the acceptance for payment by Purchaser of any Shares pursuant to the Improved Offer by such time or of the Improved Offer to be commenced by such time; (ii) there shall be any law or regulation that makes acceptance for payment of, and payment for, the Shares pursuant to the Improved Offer or consummation of the Merger illegal or otherwise prohibited or any judgment, injunction, order or decree of any court or governmental body having competent

jurisdiction enjoining Purchaser from accepting for payment of, and paying for, the Shares pursuant to the Improved Offer or the Company or Parent from consummating the Merger and such judgment, injunction, order or decree shall have become final and nonappealable; (iii) the Company's shareholders shall have rejected the Merger and the Merger Agreement at the Company Shareholder Meeting, if required, or at any adjournment or postponement thereof; or (iv) the Merger shall not have been consummated by October 31, 2000; provided that the right to terminate the Merger Agreement pursuant to this clause (iv) shall not be available to any party whose breach of any provision of the Merger Agreement results in the failure of the Merger to be consummated by such time;

(c) by Parent, if, prior to the acceptance for payment of the Shares under the Improved Offer, (i) any person or "group" (as defined in Section 13(d)(3) of the Exchange Act), other than Parent or any of its affiliates, shall have acquired beneficial ownership of more than 15% of the Shares, through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of such Shares; (ii) (A) the Board of Directors of the Company shall have withdrawn, or modified in a manner adverse to Parent, its approval or recommendation of the Merger Agreement, the Improved Offer or the Merger, or shall have recommended,

or entered into, or publicly announced its intention to enter into, an agreement or an agreement in principle with respect to an Acquisition Proposal or shall have failed to reaffirm such approval or recommendation upon Parent's request (or shall have resolved to do any of the foregoing) or (B) the Company shall have breached certain of its obligations under the Merger Agreement; or (iii) the Offer terminates due to the failure of the Minimum Condition; and

(d) by the Company, if (i) prior to the acceptance for payment of any Shares pursuant to the Improved Offer, (ii) the Company is in compliance with certain of its obligations under the Merger Agreement, (iii) the Board of Directors of the Company shall have withdrawn or modified in a manner adverse to Parent its approval or recommendation of the Merger Agreement, the Improved Offer or the Merger, (iv) the Board of Directors of the Company authorizes the Company, subject to complying with the terms of the Merger Agreement, to enter into a binding written agreement concerning a transaction that constitutes a Superior Proposal and the Company notifies Parent in writing that it intends to enter into such an agreement, attaching the most current version of such agreement to such notice, (v) Parent does not make, within four business days of receipt of the Company's written notification of its intention to enter into a binding agreement for a Superior Proposal, an offer that the Board of Directors of the Company determines, in good faith after consultation with its financial advisors, is at least as favorable, from a financial point of view, to the shareholders of the Company as the Superior Proposal and (vi) the Company simultaneously with such termination pays to Parent in immediately available funds the fees required to be paid pursuant to the Merger Agreement. The Company agrees (x) that it will not enter into a binding agreement referred to in clause (iv) in the preceding sentence until at least the fifth business day after it has provided the notice to Parent required by the Merger Agreement and (y) to notify Parent promptly if its intention to enter into the written agreement referred to in its notification shall change at any time after giving such notification.

In the event of the termination of the Merger Agreement, the Merger Agreement will become void and have no effect, without any liability on the part of any party thereto other than certain provisions of the Merger Agreement relating to termination, expenses, governing law and waiver of jury trial; provided that a party will not be relieved from liability for willful and knowing (i) failure to fulfill a condition to the performance of the material obligations of the other party, (ii) failure to perform a material covenant or (iii) material breach of any representation or warranty or agreement in the Merger Agreement.

Termination Fee. Pursuant to the Merger Agreement, the Company will pay to Parent a fee of $1,800,000, plus the reasonable expenses of Parent (not to exceed $1,000,000) incurred in connection with the initial offer, the Improved Offer, the negotiation of the Merger Agreement and the consummation of the transactions contemplated thereby, if the Merger Agreement is terminated (x) pursuant to clause (c) under "Termination" above (except that for this purpose such person or "group" shall have acquired beneficial ownership of 50% or more of the outstanding Shares) or (d) under "Termination" above or (y) pursuant to clause (b)(i) under "Termination" above and, in the case of this clause (y), prior to the time of such termination an Acquisition Proposal shall have been publicly announced and not withdrawn and, within nine months of the date of termination, the Company enters into an agreement or letter of intent concerning a transaction in respect of such Acquisition Proposal and such transaction is subsequently consummated.

The fee and expenses reimbursement payable (i) pursuant to clause (x) of the preceding paragraph shall be paid by the Company simultaneously with the termination of the Merger Agreement, and (ii) pursuant to clause (y) of the preceding paragraph shall be paid by the Company on the date on which the transaction referred to in such clause shall be consummated.

The Merger Agreement provides that the Company will promptly pay to Parent, in immediately available funds, an amount equal to Parent's reasonable expenses (not to exceed $1,250,000) incurred in connection with the initial offer, the Improved Offer, the Merger Agreement and the transactions contemplated thereby, if (x) the Merger Agreement shall have been terminated pursuant to clause (b)(i) of the first paragraph under "Termination" above and (y) the Company shall have breached or failed to perform in any material respect any

obligation or to comply in any material respect with any agreement or covenant of the Company to be performed or complied with by it under the Merger Agreement as a result of an intentional act or omission of the Company.

If the Company fails promptly to pay any amount due Parent as described in the preceding paragraphs, the Company shall also pay any costs and expenses incurred by Parent in connection with a legal action to enforce the Merger Agreement that results in any judgment or settlement against the Company for such amount.

The Merger Agreement provides that Parent will promptly pay to the Company, in immediately available funds, an amount equal to the Company's reasonable expenses (not to exceed $1,250,000) incurred in connection with the initial offer, the Improved Offer, the Merger Agreement and the transactions contemplated thereby, if Parent is otherwise required pursuant to the terms of the Improved Offer to accept for payment and pay for the tendered Shares and fails to do so within the time period provided in the Improved Offer.

Expenses. Except as discussed above, the Merger Agreement provides that all costs and expenses incurred in connection with the transactions contemplated by the Merger Agreement shall be paid by the party incurring such costs and expenses.

Amendments; No Waivers. Any provision of the Merger Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent and Purchaser or in the case of a waiver, by the party against whom the waiver is to be effective; provided that after the adoption of the Merger Agreement by the shareholders of the Company, no such amendment or waiver shall, without the further approval of such shareholders, reduce the amount or change the kind of consideration to be received in exchange for the Shares.

The Shareholder Agreements

The following is a summary of certain provisions of the Shareholder Agreements entered into, or to be entered into, between Purchaser and each of the Company's directors (each, the "Shareholder Agreement"), a copy of which

has been filed as an Exhibit to Amendment No. 18 to the Schedule TO. Such summary is qualified in its entirety by reference to the Shareholder Agreement.

Agreement to Tender. Pursuant to the Shareholder Agreement, Shareholder irrevocably and unconditionally agrees to validly tender (and not withdraw), pursuant to and in accordance with the terms of the Improved Offer, all of the shares of capital stock of the Company that Shareholder owns as of the date of the Shareholder Agreement as well as any additional shares of capital stock of the Company that Shareholder may own, whether acquired by purchase, exercise of options or otherwise, at any time after June 12, 2000 (the "Shareholder Shares"). These agreements are qualified to the extent of any restriction imposed by any prior pledge or hypothecation of Shares by any of such Shareholders, in which case Shareholder agrees not to tender or deliver such Shares other than pursuant to the Improved Offer or to the applicable pledge holder, and to use his best efforts to cause the pledge holder to tender the Shares pursuant to the Improved Offer or consent to or otherwise remove any restrictions prohibiting the tender of such Shares by the Shareholder. Purchaser agrees to return Shareholder Share certificates promptly upon any termination of the Merger Agreement in accordance with the terms thereof.

Voting Agreement. Pursuant to the Shareholder Agreement, until the earliest to occur of (x) the consummation of the Merger, (y) the nine month anniversary of the Shareholder Agreement and (z) the termination of the Merger Agreement by Parent under certain circumstances (the "Termination Date"), Shareholder irrevocably and unconditionally agrees to vote or cause to be voted all Shareholder Shares that Shareholder is entitled to vote at the time of any vote of the shareholders of the Company where such matters arise (i) in favor of the approval and adoption of the Merger Agreement and in favor of the transactions

contemplated thereby, (ii) against any proposal or transaction which could prevent or delay the consummation of the transactions contemplated by the Merger Agreement and the related agreements and (iii) against any (A) Acquisition Proposal (other than the Merger), (B) corporate action the consummation of which would frustrate the purposes, or prevent or delay the consummation, of the transactions contemplated by the Merger Agreement and the related agreements or (C) other matters relating to, or in connection with, any of the matters referred to in clause (A) and (B) above. The Shareholder Agreement does not limit or restrict Shareholder's ability to act or vote in his capacity as an officer or director of the Company in any manner he so chooses.

Grant of Proxy. Pursuant to the Shareholder Agreement, Shareholder irrevocably and unconditionally grants a proxy appointing Purchaser as Shareholder's attorney-in-fact and proxy, with full power of substitution, for and in Shareholder's name, to vote, express, consent or dissent, or otherwise to utilize such voting power in the manner contemplated by the section on "Voting Agreement" above. Such proxy will be revoked on the Termination Date.

Representations and Warranties. The Shareholder Agreement contains customary representations and warranties of the parties thereto.

No Proxies for or Encumbrances on Shareholder Shares. Except pursuant to the terms of the Shareholder Agreement, Shareholder agrees that, without the prior written consent of Purchaser, Shareholder will not, directly or indirectly, (i) grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any Shareholder Shares or (ii) sell, assign, transfer, encumber or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect sale, assignment, transfer, encumbrance or other disposition of, any Shareholder Shares during the term of the Shareholder Agreement. Shareholder shall not seek or solicit any of the foregoing and agrees to notify Purchaser promptly if so approached or solicited himself.

Appraisal Rights. Shareholder agrees not to exercise any dissenters' rights which may arise with respect to the Merger.

Amendments. The Shareholder Agreement may not be modified, amended, altered

or supplemented, except upon the execution and delivery of a written agreement executed by the parties thereto.

Employment Matters

Employment Agreements. The Company's filings on Schedule 14D-9 and Amendments thereto disclose seven employment agreements which contain severance provisions upon a change in control. One of these agreements, with Martin S. Grimnes, was amended on June 12, 2000. Under the terms of this amendment, among others, Mr. Grimnes has agreed that if his employment is terminated for any reason, voluntarily or involuntarily, during the first three years following a change in control, he will not for a period of three years, directly or indirectly, compete with the Company or with its businesses nor will he divert or attempt to divert any business, customers, suppliers or licensors of the Company or hire or attempt to hire or encourage the resignation of any Company employee for any reason. In addition, Mr. Grimnes has agreed to assign a pending patent application for a thermoplastic process patent to the Company and to cooperate and provide reasonable assistance in the prosecution of such patent application. Moreover, Mr. Grimnes has agreed to make himself available for six months following any termination of his employment for consulting services on customary terms, although up to a total of 45 days of consulting services will be without additional compensation. In exchange, Parent recognizes that the transactions described in the Improved Offer and Merger Agreement would be deemed a Hostile Change in Control under his employment agreement and have further agreed that a certain promissory note payable to the Company by him, of which there remains outstanding principal and interest of approximately $112,500, will be cancelled upon consummation of the Improved Offer. The amendment has been filed as an Exhibit to Amendment No. 18 to the Schedule TO, and such summary is qualified in its entirety by reference to that amendment.

Non-Compete Agreements. The Company agreed in the Merger Agreement to use its best efforts to cause each of Messrs. Dubay, Fuller, Chesney, Lee and Wallace to enter into non-compete agreements substantially in the form attached as an exhibit to the Merger Agreement. This form of non-compete agreement has been filed as an Exhibit to Amendment No. 18 to the Schedule TO, and the summary which follows is qualified in its entirety by reference to that form of agreement.

The form of non-compete agreement provides that any executive who signs such agreement will agree during the time he remains an employee of the Company and for a period of 18 months following termination of his employment for any reason, voluntarily or involuntarily, not to directly or indirectly compete with the Company or its businesses and not to divert or attempt to divert any business, customers, suppliers or licensors of the Company or hire or attempt to hire or encourage the resignation of any employees of the Company for any reason. The executive will also agree that the scope of such covenant is reasonable and that any breach of the agreement may cause irreparable harm to the Company, thereby entitling it to injunctive and other equitable relief. The executive will also agree to maintain as confidential any proprietary or other confidential information concerning the Company or its businesses, which would be supplemental to any existing confidentiality agreement binding the executive. As consideration for the non-compete agreement, the executive will be paid a lump sum gross amount of $25,000, less applicable withholding taxes.

The Rights Agreement

The Company's Rights Agreement provides that certain transactions, including the Offer, the Improved Offer and the Merger, will cause the issuance of right certificates unless the Board has approved in advance such transactions. At a special meeting of the Board on June 12, 2000, the Board unanimously approved the consummation of the transactions contemplated by the Merger Agreement, including the acceptance of the Improved Offer and consummation of the Merger. At that same meeting, the Company's Board took action to redeem the Rights pursuant to the Rights Agreement. As a result of such actions by the Board, the Rights Agreement will be inapplicable to the Improved Offer and the Merger.

Confidentiality Agreement

On May 17, 2000, the Company and Purchaser entered into the Confidentiality Agreement. Each party has agreed therein that for three years following the date of the Confidentiality Agreement, it will keep confidential all nonpublic, confidential or proprietary information of the other party, subject to certain exceptions, and will use the confidential information for no purpose other than evaluating a possible business combination with the other party.

11. Purpose of the Improved Offer; Plans for the Company.

The discussion set forth in Section 11 of the Offer to Purchase is hereby amended and supplemented as follows:

Purpose of the Improved Offer. The purpose of the Improved Offer is to acquire for cash as many outstanding Shares as possible as a first step in acquiring the entire equity interest in the Company. Purchaser currently intends, as soon as practicable after consummation of the Improved Offer, to seek controlling representation on the Company's Board of Directors and to consummate the Merger.

The Board of Directors of the Company has unanimously recommended that all holders of Shares tender such Shares pursuant to the Improved Offer. The Board of Directors has unanimously approved the Merger Agreement and the transactions contemplated thereby, including the Improved Offer and the Merger, which approval Purchaser believes satisfies the relevant requirements of the MBCA.

If Purchaser purchases Shares sufficient to satisfy the Minimum Condition pursuant to the Improved Offer, the Merger Agreement provides that Purchaser will be entitled to designate the entire Board of Directors

following such purchase. See Section 10. Purchaser expects that such representation would permit Purchaser to exert substantial influence over the Company's conduct of its business and operations.

Dissenters' Rights. Holders of Shares do not have dissenters' rights as a result of the Improved Offer or the execution of the Merger Agreement. However, if the Merger is consummated, holders of Shares at the effective time of the Merger, by complying with the provisions of Section 909 of the MBCA, would have certain rights to dissent and to require the Company to purchase their Shares for cash at "fair value." In general, a shareholder will be entitled to exercise dissenters' rights under the MBCA only if the dissenting shareholder has filed with the Company before or at the shareholder meeting at which the Merger is to be submitted to a vote a written objection to the Merger, has not voted in favor of the Merger, and has delivered or mailed his or her objection to the Merger within fifteen days after the date of the shareholder vote. If a short-form merger is to be effected without a shareholder vote, written objection must be delivered or mailed within fifteen days after notice of the Plan of Merger is mailed to Company shareholders.

If the statutory procedures under the MBCA relating to dissenters' rights are complied with the dissenting shareholders or the Company can seek judicial determination of the "fair value" of the Shares. The "fair value" would be determined as of the day before the date on which the vote of shareholders was taken to approve the Merger (or the director vote, in the case of a short-form merger), excluding any appreciation or depreciation in anticipation of the Merger. The value so determined could be more or less than the Merger Consideration.

The foregoing summary of the rights of dissenting shareholders does not purport to be a complete statement of the procedures to be followed by shareholders desiring to exercise any available dissenters' rights and is qualified in its entirety by reference to the MBCA. The preservation and exercise of dissenters' rights require strict adherence to the applicable provisions of the MBCA.

Plans for the Company. In connection with its consideration of the Offer,

the Improved Offer and its evaluation of non-public information made available by the Company, Parent has made a preliminary review, and will continue to review, various possible business strategies that it might consider in the event that it consummates the Improved Offer and the Merger. However, Parent has committed in the Merger Agreement that it has no present intention to close any current facilities of the Company or its subsidiaries. In addition, Parent has committed to honor all employment, severance or similar contractual or benefit plan arrangements of the Company currently in existence; to generally cause the Surviving Corporation to provide benefits to employees of the Company and its subsidiaries that are generally comparable in the aggregate to those currently in effect; and to recognize all service credited to employees of the Company for purposes of eligibility and vesting under any employee benefit plan provided by the Surviving Corporation or Parent for the benefit of such employees. See the more detailed description under "The Merger Agreement--Other Agreements of Parent, Purchaser and the Company" above.

Except as described above or elsewhere in this Supplement or the Offer to Purchase, Parent has no present plans or proposals that would relate to or result in an extraordinary corporate transaction involving the Company or any of its subsidiaries (such as a merger, reorganization, liquidation, relocation of any operations or sale or other transfer of a material amount of assets), any material change in the Company's capitalization policy or any other material change in the Company's corporate structure or business.

14. Extension of Tender Period; Termination; Amendment. The discussion set forth in Section 14 of the Offer to Purchase is hereby amended and supplemented as follows:

Purchaser reserves the right, at any time or from time to time, in its sole discretion and regardless of whether or not any of the conditions specified in Section 15 below shall have been satisfied, (i) to extend the period of time during which the Improved Offer is open by giving oral or written notice of such extension to the Depositary and by making a public announcement of such extension, (ii) to waive any conditions to the Improved Offer, by making a public announcement of such waiver or (iii) to amend the Improved Offer in any

respect (other than any of the following changes to the Improved Offer which require the prior written consent of the Company: waiving the Minimum Condition, changing the form of consideration to be paid, decreasing the price per Share or the number of Shares sought in the Improved Offer, or imposing conditions to the Improved Offer in addition to those set forth in Section 15 by making a public announcement of such amendment). Except as required by the Merger Agreement, there can be no assurance that Purchaser will exercise its right to extend, waive any condition of or amend the Improved Offer.

If, with the prior written consent of the Company, Purchaser decreases the percentage of Shares being sought or increases or decreases the consideration to be paid for Shares pursuant to the Improved Offer and the Improved Offer is scheduled to expire at any time before the expiration of a period of 10 business days from, and including, the date that notice of such increase or decrease is first published, sent or given in the manner specified below, the Improved Offer will be extended until the expiration of such period of 10 business days. If Purchaser makes a material change in the terms of the Improved Offer (other than a change in price or number of securities sought) or in the information concerning the Improved Offer, or waives a material condition of the Improved Offer, Purchaser will extend the Improved Offer, to the extent required by Rule 14d-(4)(d)(1), 14d-6(c) or 14e-1(d) under the Exchange Act, for a period sufficient to allow shareholders to consider the amended terms of the Improved Offer.

Purchaser also reserves the right, in its sole discretion, in the event any of the conditions specified in Section 15 shall not have been satisfied and so long as Shares have not theretofore been accepted for payment, to delay (except as otherwise required by applicable law) acceptance for payment of or payment for Shares or to terminate the Improved Offer and not accept for payment or pay for Shares.

15. Certain Conditions of the Improved Offer. The Improved Offer is subject to many of the conditions of the original Offer to Purchase, but some have changed or are no longer applicable, and others are new. See Section 15 of the Offer to Purchase and Amendments No. 10 and 12 to the Schedule TO. The discussion set forth in Section 15 of the Offer to Purchase is hereby amended and supplemented by restating all of the conditions to the Improved Offer.

Notwithstanding any other provision of the Improved Offer, Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the Commission, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares after the termination or withdrawal of the Improved Offer), pay for any Shares, and may terminate the Offer as provided in Section 14, if:

(i) the Minimum Condition (as defined in the Merger Agreement) has not been satisfied or waived (pursuant to the Merger Agreement, including Section 2.1(c)) by the scheduled Expiration Date,

(ii) the Rights shall not have been redeemed by the Board of Directors of the Company or Parent or Purchaser are not satisfied, in their sole discretion, that the Rights and the Rights Agreement are inapplicable to the Improved Offer and the Merger,

(iii) Parent and Purchaser are not satisfied, in their sole discretion, that the provisions of Section 611-A of the MBCA are inapplicable to the acquisition of Shares pursuant to the Improved Offer and the Merger,

(iv) at any time on or after the date of the Merger Agreement and prior to the expiration date of the Improved Offer, any of the following conditions exist:

(a) there shall be instituted or pending any action, investigation or proceeding by any government or governmental authority or agency, domestic or foreign, or by any other person, before any court or governmental authority or agency, domestic or foreign,

(1) challenging the acquisition by Parent or Purchaser of any Shares under the Improved Offer, seeking to restrain or prohibit the making or consummation of the Improved Offer or the Merger or the performance of any of the other transactions contemplated by the Merger

Agreement or seeking to require the Company, Parent or Purchaser to pay any damages related to the Improved Offer, the Merger or the other transactions contemplated by the Merger Agreement that are material in relation to the Company taken as a whole,

(2) seeking to impose limitations on the ability of Purchaser, or to render Purchaser unable to accept for payment, pay for or purchase some or all of the Shares pursuant to the Improved Offer and the Merger,

(3) seeking to restrain or prohibit Purchaser or Parent's ownership or operation (or that of their affiliates) of all or any portion of the business or assets of the Company and its subsidiaries or of Parent and its affiliates or to compel Purchaser or Parent or any of their affiliates to dispose of or hold separate all or any portion of the business or assets of the Company and its subsidiaries or of Parent and its affiliates,

(4) seeking to impose limitations on the ability of Parent, Purchaser or any of their affiliates effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote any Shares acquired or owned by Parent, Purchaser or any of their affiliates on all matters properly presented to the Company's shareholders,

(5) seeking to require divestiture by Parent, Purchaser or any of Parent's or their affiliates of any Shares,

(6) alleging breach of fiduciary duty by the directors of the Company,

(7) that otherwise is reasonably likely to have a Material Adverse Effect on the Company (as defined under "The Merger Agreement--Representation and Warranties"); or

(b) there shall have been any action taken, or any statute, rule, regulation, injunction, order or decree proposed, enacted, enforced, promulgated, issued or deemed applicable to the Improved Offer or the Merger, by any court, government or governmental authority or agency, domestic or foreign, that is reasonably likely, directly or indirectly, to result in any of the consequences referred to in paragraph (a) above; or

(c) any person shall have entered into a definitive agreement or an agreement in principle with the Company regarding an Acquisition Proposal; or

(d) the Board of Directors of the Company (1) shall have withdrawn, or modified in a manner adverse to Parent, its approval or recommendation of the Merger Agreement, the Improved Offer or the Merger, (2) shall have failed to reaffirm such approval or recommendation upon Parent's request or (3) shall have recommended or publicly announced its intention to enter into, a definitive agreement or an agreement in principle with respect to an Acquisition Proposal; or

(e) it shall have been publicly disclosed or Parent shall have otherwise learned that any person or "group" (as defined in Section 13(d)(3) of the Exchange Act), other than Parent or any of its affiliates, shall have acquired beneficial ownership of more than 15% of any class or series of capital stock of the Company (including the Shares), through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of more than 15% of any class or series of capital stock of the Company (including the Shares); or

(f) a tender or exchange offer for any Shares shall be made or publicly proposed to be made by any other person (including the Company or any of its subsidiaries or affiliates) or it shall be publicly disclosed, or Parent or Purchaser or any of their affiliates shall otherwise learn that (a) any person, entity (including the Company or any of its subsidiaries) or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) has acquired or proposes to acquire, through the acquisition of Shares, the

formation of a group or otherwise, beneficial ownership of any other class or series of capital stock of the Company, or shall have been granted any right, option or warrant, conditional or otherwise, to acquire beneficial ownership of such class or series of capital stock of the Company, (b) any person or group shall enter into a definitive agreement or an agreement in principle or make a proposal with respect to an Acquisition Proposal or (c) any person shall file a Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), or make a public announcement of an Acquisition Proposal; or

(g) any change (or any condition, event or development involving a prospective change) shall have occurred or been threatened in the business, properties, assets, liabilities, capitalization,

shareholders' equity, condition (financial or otherwise), operations, licenses, franchises, permits, permit applications, results of operations or prospects of the Company or any of its subsidiaries or affiliates which, in the sole judgement of Parent or Purchaser, is or may be materially adverse to the Company or any of its subsidiaries or affiliates, or Parent or Purchaser shall have become aware of any fact which, in the sole judgment of any of them, has or may have material adverse significance with respect to either the value of the Company or any of its subsidiaries or the value of the Shares to Parent or Purchaser or any other affiliate thereof; or

(h) the Company shall have breached or failed to perform in any material respect any obligation or to comply in any material respect with any agreement or covenant of the Company to be performed or complied with by it under the Merger Agreement; or

(i) there shall have occurred or been threatened (1) any general suspension of trading in, or limitation on the prices for, securities on any national securities exchange or in the over-the-counter markets in the United States, (2) any extraordinary or material adverse change in the financial market or major stock exchange indices in the United States or abroad or in the market price of the Shares, (3) any change in the general political, market, economic or financial conditions in the United States or abroad that could, in the sole judgment of Parent or Purchaser, have a material adverse effect upon the business, properties, assets, liabilities, capitalization, shareholders' equity, condition (financial or otherwise), operations, licenses or franchises, results or operations or prospects of the Company or material change in United States currency exchange rate or a suspension of, or limitation on, the markets therefor, (4) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (5) any limitation (whether or not mandatory) by any government, domestic, foreign or supranational, or governmental entity on, or other event that, in the sole judgment of Parent or Purchaser, might affect, the extension of credit by banks or other lending institutions or (6) in the case of any of the foregoing existing at the time of commencement of the Improved Offer, a material acceleration or worsening thereof; or

(j) there shall have occurred a commencement of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States that is reasonably expected to have a Material Adverse Effect on the Company; or

(k) each director of the Company shall not have entered into and complied with his respective Shareholder Agreement; or

(l) all outstanding litigation between the Company and Parent and its affiliates shall not have been dismissed; or

(m) the Merger Agreement shall have been terminated in accordance with its terms;

which, in the judgment of Parent in any such case, and regardless of the circumstances (including any action or omission by Parent) giving rise to any such condition, makes it inadvisable to proceed with such acceptance for payment or payment.

The foregoing conditions are for the sole benefit of Parent and Purchaser and may, subject to the terms of the Merger Agreement, be waived by Parent and Purchaser in whole or in part at any time and from time to time in their discretion. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights

shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances, and each such right shall be

deemed an ongoing right that may be asserted at any time and from time to time prior to the Effective Time.

16. Certain Legal Matters; Regulatory Approvals.

The discussion set forth in Section 16 of the Offer to Purchase is hereby amended and supplemented as follows:

Litigation: Purchaser is not aware of any material pending legal proceeding relating to the Improved Offer, other than the following:

On April 26, 2000, the Company filed a complaint in the United States District Court for the District of Maine against Vetrotex CertainTeed Corporation ("Vetrotex"), the Purchaser, the Parent and Saint-Gobain (Civil Action Docket No. 00-CV-124-PH). The complaint alleges that Vetrotex, the Purchaser, the Parent and Saint-Gobain (collectively, "Defendants") violated federal securities laws. Specifically, the complaint alleges that Vetrotex failed to timely disclose that its investment in the Company had changed for the purpose of seeking control of the Company and not for investment purposes, and that the bidder Defendants improperly commenced the initial Offer by failing to timely serve the Company with a copy of the tender offer documents. The complaint also alleges that Defendants tortiously interfered with the Company's business relations and conspired to violate the federal securities laws and Maine state common law. The complaint seeks injunctive relief to prevent Defendants from: (i) accepting any shares or proxies in connection with the initial Offer; (ii) making any public announcements or filings related to the initial Offer, except as required by law; (iii) soliciting proxies from the Company shareholders; or (iv) communicating with the Company shareholders. The complaint also seeks a declaratory judgement that Defendants violated Sections 13(d) and 14(d) of the Exchange Act, and that the initial Offer was improperly commenced and is null and void. The complaint also seeks monetary damages and costs.

On May 2, 2000, the United States District Court for the District of Maine denied the Company's motions for both a preliminary injunction and a temporary restraining order. On June 14, 2000, the Court was advised that the parties had reached a settlement of the case, whereupon the Court ordered counsel to complete the settlement within 30 days and file a stipulation of dismissal with prejudice before July 14, 2000.

On May 23, 2000, the Company filed a complaint in the Superior Court of Cumberland County, Maine, against Vetrotex. The Complaint alleges: (i) that the purpose of the special meeting of shareholders called for June 16, 2000 at the request of Vetrotrex has been rendered moot by the election of a new Board of Directors at the annual meeting of shareholders held on May 16, 2000; (ii) that the proposed amendment to the Company articles of incorporation (Proposal 1 to be voted upon at the special meeting) has no legal effect, thereby rendering any vote on this proposal unnecessary and moot; and (iii) that Vetrotex's proposal for the election of new directors (Proposal 3 to be voted upon at the special meeting) is not properly before the special meeting because Vetrotex did not specify the names of its nominees in its request for a special meeting, rendering ineffective and moot Vetrotex's proposal to remove the current Company directors (Proposal 2 to be voted upon at the special meeting). The Complaint seeks a declaratory judgment from the court affirming these claims by the Company.

On May 25, 2000, Vetrotex filed for removal of such litigation from the state to the federal court (United States District Court for the District of Maine). The United States District Court for the District of Maine granted such application for removal. On May 31, 2000, the Company filed a motion for remand to return the litigation to the state court, and a hearing on that motion was scheduled for June 9, 2000, but with the consent of the parties was rescheduled for a hearing on June 15, 2000, which hearing has now been canceled at the joint request of the parties. On May 26, 2000, Vetrotex filed a motion with the United States District Court for the District of Maine seeking to enjoin the Company and its board of directors from postponing, cancelling or

otherwise interfering with the Company's special shareholders meeting called at the request of Vetrotex and scheduled to be held on June 16, 2000, or to interfere with the vote of the shareholders on the proposals made by Vetrotex to be considered at that meeting. Vetrotex also asked the court to deny all of the claims of the Company and rule that Vetrotex's demand for the special meeting is valid and enforceable. Vetrotex requested an expedited hearing on all of these matters, which was scheduled for June 9, 2000, but with the consent of the parties was postponed for a hearing to be held on June 15, 2000, which hearing has now been canceled at the joint request of the parties. On June 14, 2000, the Court was advised that the parties had reached a settlement of the case, whereupon the Court ordered counsel to complete the settlement within 30 days and file a stipulation of dismissal with prejudice before July 14, 2000.

In the Merger Agreement, the Company and Parent agreed to cooperate with one another to effect the prompt dismissal of all litigation between and among the Company, Parent and their respective affiliates.

Regulatory. As reported by Parent on May 11, 2000, the waiting period under the HSR Act during which the federal government could request additional information with respect to the proposed acquisition of the Company expired as of midnight New York City time on May 10, 2000. Accordingly, Purchaser and Parent believe this particular condition is no longer a condition to the Improved Offer.

State Takeover Statutes in Maine. Because the Company's Board of Directors has approved the Improved Offer and the Merger, and because the Purchaser and its affiliates did not acquire within the past five years beneficial ownership of 25% or more of the voting stock of the Company, the Purchaser believes that Section 611-A will not prohibit the Merger or any other business combination involving the Company and the Purchaser.

18. Miscellaneous. The discussion set forth in Section 18 of the Offer to Purchase is hereby amended and restated in its entirety as follows:

The Improved Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Improved Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, Purchaser may, in its discretion, take such action as it may deem necessary to make the Improved Offer in any such jurisdiction and extend the Improved Offer to holders of Shares in such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF PURCHASER, PARENT OR SAINT-GOBAIN NOT CONTAINED IN THE ORIGINAL OFFER, THIS IMPROVED OFFER TO PURCHASE OR IN THE LETTERS OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

Purchaser, Parent and Saint-Gobain have filed the Schedule TO and a series of amendments (to and including Amendment No. 18) with the Commission, furnishing certain additional information with respect to the Offer and the Improved Offer. The Schedule TO and amendments thereto may be examined and copies may be obtained from the offices of the Commission in the manner set forth in Section 7 of the Offer to Purchase (except that such information will not be available at the regional offices of the Commission).

VA Acquisition Corporation

and

Certainteed Corporation

Facsimile copies of the revised (green) Letter of Transmittal will be accepted. The revised (green) Letter of Transmittal and certificates for Shares and any other required documents should be sent to the Depositary at one of the addresses set forth below.

The Depositary for the Improved Offer is:

CHASEMELLON SHAREHOLDER SERVICES, L.L.C.

By Mail:	By Overnight Delivery:	By Hand:
P.O. Box 3301 South Hackensack, New Jersey 07606 Attn: Reorganization Department	85 Challenger Road Mail Drop-Reorg Ridgefield Park, New Jersey 07660 Attn: Reorganization Department	120 Broadway, 13th Floor New York, New York 10271 Attn: Reorganization Department

By Facsimile Transmission (for Eligible Institutions only):
(201) 296-4293
Confirm By Telephone:
(201) 296-4860

Questions or requests for assistance or additional copies of the original Offer to Purchase, this Supplement and the revised (green) Letter of Transmittal may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below. Shareholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Improved Offer.

The Information Agent for the Improved Offer is:

(LOGO OF INNISFREE)

501 Madison Avenue, 20th Floor
New York, New York 10022
Bankers and Brokers Call Collect: (212) 750-5833
All Others Call Toll-Free: (888) 750-5834

The Dealer Manager for the Improved Offer is:

Lehman Brothers

Three World Financial Center
200 Vesey Street
New York, New York 10285
Call Collect: (212) 526-3444

Letter of Transmittal
To Tender Shares of Common Stock
(Including the Associated Rights to Purchase Preferred Stock)
of
Brunswick Technologies, Inc.

Pursuant to the Offer to Purchase
Dated April 20, 2000

and the Supplement thereto

dated June 15, 2000
by
VA Acquisition Corporation

an indirect wholly owned subsidiary of

CertainTeed Corporation

an indirect wholly owned subsidiary of

Compagnie de Saint-Gobain

THE IMPROVED OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,

NEW YORK CITY TIME, ON THURSDAY, JUNE 29, 2000, UNLESS THE

IMPROVED OFFER IS EXTENDED.

The Depositary for the Improved Offer is:

ChaseMellon Shareholder Services, L.L.C.

By Registered Mail:	By Hand Delivery:	By Overnight Courier:
Reorganization Department Post Office Box 3301 South Hackensack, New Jersey 07606	Reorganization Department 120 Broadway 13th Floor New York, New York 10271	Reorganization Department 85 Challenger Road Mail Drop-Reorg Ridgefield Park, New Jersey 07660

By Facsimile Transmission:

(201) 296-4293
(for eligible institutions only)

Confirm Facsimile by Telephone Only:

(201) 296-4860

Delivery of this letter of transmittal to an address other than as set forth above, or transmissions of instructions via a facsimile number other than as set forth above, will not constitute a valid delivery.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by shareholders, either if Share Certificates (as defined below) are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase, as referred to below) is utilized, if tenders of Shares (as defined below) are to be made by book-entry transfer into the account of ChaseMellon Shareholder Services, L.L.C., as Depositary (the "Depositary"), at The Depository Trust Company (the "Book-Entry

Transfer Facility" or "DTC") pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Shareholders who tender Shares by book-entry transfer are referred to herein as "Book-Entry Shareholders."

DESCRIPTION OF SHARES TENDERED

<TABLE>
<CAPTION>

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on certificate(s))	Share Certificate(s) and Shares Tendered (Attach additional signed list if necessary)*		
	Shares Certificate Number(s)	Total Number of Shares Represented By Certificate(s)	Number of Shares Tendered**
<S>	<C>	<C>	<C>
	Total Shares		

</TABLE>

* Need not be completed by Book-Entry Shareholders.
** Unless otherwise indicated, all Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered. See Instruction 4.

Holders of outstanding shares of common stock, par value $0.0001 per share, including the associated rights to purchase preferred stock (the "Shares"), of Brunswick Technologies, Inc., whose certificates for such Shares (the "Share Certificates") are not immediately available or who cannot deliver their Share Certificates and all other required documents to the Depositary on or prior to the Expiration Date (as defined in the Offer to Purchase and the Supplement thereto), or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2 of this Letter of Transmittal. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

[_]CHECK HERE IF SHARES ARE BEING TENDERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

[_]CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Owner(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution that Guaranteed Delivery: _____

Account Number: _____

Transaction Code Number: _____

Ladies and Gentlemen:

The undersigned hereby tenders to VA Acquisition Corporation, a Maine corporation ("Purchaser") and an indirect wholly owned subsidiary of CertainTeed Corporation, a Delaware corporation ("Parent"), which is an indirect wholly owned subsidiary of Compagnie de Saint-Gobain, a French corporation ("Saint-Gobain"), the above-described shares of common stock, par value $0.0001 per share, including the associated rights to purchase preferred stock (the "Shares"), of Brunswick Technologies, Inc., a Maine corporation (the "Company"), not already beneficially owned by Parent, at a purchase price of $8.50 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase (the "Offer to Purchase"), dated April 20, 2000, as amended and supplemented by the Supplement thereto, dated June 15, 2000 (the "Supplement"), in the related (blue) Letter of Transmittal, dated April 20, 2000, and in this Letter of Transmittal (all of which, as amended or supplemented from time to time, together constitute the "Improved Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase all or any portion of the Shares tendered pursuant to the Improved Offer.

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith in accordance with the terms of the Improved Offer, including, without limitation, Section 15 of the Offer to Purchase, as amended by the Supplement (and including, if the Improved Offer is further extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby and any and all dividends, distributions, rights, other Shares or other securities issued, paid or distributed or issuable, payable or distributable in respect of such Shares on or after April 20, 2000 and prior to the transfer to the name of Purchaser (or a nominee or transferee of Purchaser) on the Company's stock transfer records of the Shares tendered herewith (collectively, a "Distribution"), and appoints the Depositary the true and lawful agent, attorney-in-fact and proxy of the undersigned with respect to such Shares (and any Distribution), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Share Certificates (and any Distribution) or transfer ownership of such Shares (and any Distribution) on the account books maintained by the Book-Entry Transfer Facility, together, in either case, with appropriate evidences of transfer, to the Depositary for the account of Purchaser, (b) present such Shares (and any Distribution) for transfer on the books of the Company and, (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any Distribution), all in accordance with the terms and subject to the conditions of the Improved Offer.

The undersigned irrevocably appoints designees of Purchaser as such undersigned's agents, attorneys-in-fact and proxies, with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares (and any Distribution) tendered by such shareholder and accepted for payment by Purchaser. All such powers of attorney and proxies shall be considered irrevocable and coupled with an interest. Such appointment will be effective when, and only to the extent that, Purchaser accepts such Shares for payment. Upon such acceptance for payment, all prior attorneys, proxies and consents given by such shareholder with respect to such Shares (and any Distribution) will be revoked without further action, and no subsequent powers of attorney and proxies may be given nor any subsequent written consents executed (and, if given or executed, will not be deemed effective). The designees of Purchaser will, with respect to the Shares (and Distributions) for

which such appointment is effective, be empowered to exercise all voting and other rights of such shareholder as they in their sole discretion may deem proper at any annual or special meeting of the Company's shareholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Purchaser's payment for such Shares, Purchaser must be able to exercise full voting rights with respect to such Shares and all Distributions, including, without limitation, voting at any meeting of shareholders.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, sell, assign and transfer the undersigned's Shares (and any Distribution) tendered hereby, and (b) when the Shares are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title to the Shares (and any Distribution), free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claim and will not have been transferred to Purchaser in violation of any contractual or other restriction on the transfer thereof. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any Distribution). In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance or appropriate assurance thereof, Purchaser will be, subject to applicable law, entitled to all rights and privileges as owner of any such Distribution and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser, in its sole discretion.

All authority herein conferred or agreed to be conferred shall not be affected by and shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the undersigned.

Tenders of Shares made pursuant to the Improved Offer are irrevocable, except that Shares tendered pursuant to the Improved Offer may be withdrawn at any time prior to the Expiration Date, and, unless theretofore accepted for payment by Purchaser pursuant to the Improved Offer, may also be withdrawn at any time after June 18, 2000. See Section 4 of the Offer to Purchase.

The undersigned understands that tenders of Shares pursuant to any of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions set forth in the Improved Offer, including the undersigned's representation that the undersigned owns the Shares being tendered.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price and/or issue or return any certificate(s) for Shares not tendered or not accepted for payment in the name(s) of the registered holder(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated herein under "Special Delivery Instructions," please mail the check for the purchase price and/or any Share Certificate(s) not tendered or not accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that both the "Special Delivery Instructions" and the "Special Payment Instructions" are completed, please issue the check for the purchase price and/or any Share Certificate(s) not tendered or accepted for payment in the name of, and deliver such check and/or such Share Certificates to, the person or persons so indicated. Unless otherwise indicated herein under "Special Payment Instructions," please credit any Shares tendered herewith by book-entry

transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name(s) of the registered holder(s) thereof if Purchaser does not accept for payment any of the Shares so tendered.

[_]CHECK HERE IF ANY SHARE CERTIFICATES REPRESENTING SHARES THAT YOU OWN HAVE BEEN LOST, STOLEN OR DESTROYED AND SEE INSTRUCTION 11.

Number of Shares represented by lost, stolen or destroyed Share Certificates: _____

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if Share Certificate(s) not tendered or accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at the Book-Entry Transfer Facility other than that designated above.

Issue:[_] Check
[_] Certificates to:

Name _____
(Please Print)

Address _____

_____
(Include Zip Code)

_____
(Taxpayer Identification or Social Security No.)
(See Substitute Form W-9)

Credit Shares tendered by book-entry transfer that are not accepted for payment to DTC to the account set forth below.

_____
(DTC Account No.)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail:[_] Check
[_] Certificates to:

Name_____
(Please Print)

Address _____

_____
(Include Zip Code)

_____
(Taxpayer Identification or Social Security No.)

(See Substitute Form W-9)

IMPORTANT
SIGN HERE
(Complete Substitute Form W-9)

(Signature(s) Of Shareholder(s))

Dated: , 2000

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by Share Certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please provide the following information and see Instruction 5.)

Name(s) _____

(Please Print)

Capacity (full title) _____

Address _____

(Include Zip Code)

Area Code and Telephone Number _____

Taxpayer Identification or Social Security No. _____
(See Substitute Form W-9)

GUARANTEE OF SIGNATURE(S)
(See Instructions 1 and 5)

Authorized Signature _____

Name _____
(Please Print)

Name of Firm _____

Address _____
(Include Zip Code)

Area Code and Telephone Number _____

Dated: _____

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE IMPROVED OFFER

1. Guarantee of Signatures. No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) of Shares (which term, for purposes of this document,

shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered herewith, unless such holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions," or (b) if such Shares are tendered for the account of a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each of the foregoing, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5 of this Letter of Transmittal.

2. Requirements of Tender. This Letter of Transmittal is to be completed by shareholders either if Share Certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. Share Certificates evidencing tendered Shares, or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of Shares into the Depositary's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal (or a facsimile hereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth herein on or prior to the Expiration Date. Shareholders whose Share Certificates are not immediately available or who cannot deliver their Share Certificates and all other required documents to the Depositary on or prior to the Expiration Date or who cannot complete the procedure for delivery by book-entry transfer on a timely basis may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution; (b) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary on or prior to the Expiration Date; and (c) the Share Certificates (or a Book-Entry Confirmation) representing all tendered Shares in proper form for transfer, in each case, together with this Letter of Transmittal (or a facsimile hereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three business days after the date of execution of such Notice of Guaranteed Delivery. If Share Certificates are forwarded separately in multiple deliveries to the Depositary, a properly completed and duly executed Letter of Transmittal (or a facsimile thereof) must accompany each such delivery.

The method of delivery of this Letter of Transmittal, Share Certificates and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and risk of the tendering shareholder, and the delivery will be deemed made only when actually received by the Depositary (including, in the case of book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No alternative, conditional or contingent tenders will be accepted. All tendering shareholders, by execution of this Letter of Transmittal (or a facsimile hereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. Inadequate Space. If the space provided herein is inadequate, the Share Certificate numbers and/or the number of Shares and any other required information should be listed on a separate signed schedule attached hereto.

4. Partial Tenders. (Not Applicable to Book-Entry Shareholders) If fewer than all the Shares evidenced by any Share Certificate submitted are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered" in the "Description of Shares Tendered." In such cases, new Share Certificates for the Shares that were evidenced by your old Share Certificates, but were not tendered by you, will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal, Stock Powers and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any of the tendered Shares are registered in different names on several Share Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Share Certificates.

If this Letter of Transmittal or any Share Certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to or Share Certificates for Shares not tendered or not purchased are to be issued in the name of a person other than the registered holder(s). In such latter case, signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Share Certificate(s) listed, the Share Certificate(s) must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Share Certificate(s). Signatures on such certificates or stock powers must be guaranteed by an Eligible Institution.

6. Stock Transfer Taxes. Except as otherwise provided in this Instruction 6, Purchaser will pay any stock transfer taxes with respect to the transfer and sale of Shares to it or its order pursuant to the Improved Offer. If, however, payment of the purchase price is to be made to, or if Share Certificate(s) for Shares not tendered or accepted for payment are to be registered in the name of, any person other than the registered holder(s), or if tendered Share Certificate(s) are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or an exemption therefrom, is submitted.

Except as otherwise provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificate(s) listed in this Letter of Transmittal.

7. Special Payment and Delivery Instructions. If a check is to be issued in the name of, and/or Share Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, a person other than the signer of

this Letter of Transmittal or if a check and/or such Share Certificates are to be returned to a person other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed. A Book-Entry Shareholder may request that Shares not accepted for payment be credited to such account maintained at the Book-Entry Transfer Facility as such Book-Entry Shareholder may designate under "Special Payment

Instructions." If no such instructions are given, such Shares not accepted for payment will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. Waiver of Conditions. The conditions of the Improved Offer may be waived by Purchaser, Parent or Saint-Gobain in whole or in part at any time and from time to time in their sole discretion, subject to the terms and conditions contained in the Agreement and Plan of Merger, dated as of June 12, 2000, among the Company, Parent and Purchaser.

9. 31% Backup Withholding; Substitute Form W-9. Under U.S. federal income tax law, a shareholder who tenders Shares pursuant to the Improved Offer is required to provide the Depositary with such shareholder's correct taxpayer identification number ("TIN") on Substitute Form W-9 and to certify that the TIN provided on Substitute Form W-9 is correct (or that such shareholder is awaiting a TIN). If such shareholder is an individual, the TIN is his or her social security number. If the Depositary is not provided with the correct TIN, such shareholder may be subject to a $50 penalty imposed by the Internal Revenue Service and payments that are made to such shareholder with respect to Shares pursuant to the Improved Offer may be subject to backup withholding (see below).

A shareholder who does not have a TIN may check the box in Part 3 of the Substitute Form W-9 if such shareholder has applied for a number or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the shareholder must also complete the "Certificate of Awaiting Taxpayer Identification Number" below in order to avoid backup withholding. Even if the box is checked, payments made prior to the time the shareholder furnishes the Depositary with his or her TIN will be subject to backup withholding. A shareholder who checks the box in Part 3 in lieu of furnishing such shareholder's TIN should furnish the Depositary with such shareholder's TIN as soon as it is received.

Certain shareholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding requirements. In order for a foreign individual to qualify as an exempt recipient, that shareholder must submit a statement, signed under penalty of perjury, attesting to that individual's exempt status (Form W-8). Forms for such statements can be obtained from the Depositary. Shareholders are urged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Depositary is required to withhold 31% of any payments to be made to the shareholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the Internal Revenue Service. The Depositary cannot refund amounts withheld by reason of backup withholding.

10. Requests for Assistance or Additional Copies. Questions or requests for assistance may be directed to the Dealer Manager or the Information Agent at their respective addresses and telephone numbers set forth below. Additional copies of the Offer to Purchase, the Supplement, this Letter of Transmittal and the Notice of Guaranteed Delivery also may be obtained from the Information Agent or the Dealer Manager or from brokers, dealers, commercial banks or trust companies.

11. Lost, Destroyed or Stolen Certificates. If any Share Certificate has been lost, destroyed or stolen, the shareholder should promptly notify the Depositary. The shareholder then will be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Share Certificates have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A FACSIMILE HEREOF), TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, OR, IN THE CASE OF A BOOK-ENTRY TRANSFER, AN AGENT'S MESSAGE, AND ANY OTHER REQUIRED DOCUMENTS, AND EITHER CERTIFICATES FOR TENDERED SHARES MUST BE RECEIVED BY THE DEPOSITARY OR SHARES MUST BE DELIVERED PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER, IN EACH CASE PRIOR TO THE EXPIRATION DATE, OR THE TENDERING SHAREHOLDER MUST COMPLY WITH THE PROCEDURES FOR GUARANTEED DELIVERY.

PAYOR'S NAME: CHASEMELLON SHAREHOLDER SERVICES, L.L.C., as Depositary

SUBSTITUTE Form W-9	Part 1--Please provide your TIN in box at the right and certify by signing and dating below.	Social security number OR Employer identification number
Department of the Treasury Internal Revenue Service	Part 2--Certification--Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.	Part 3 Awaiting TIN [_]
Payer's Request for Taxpayer Identification Number (TIN)	Certification Instructions--You must cross out item (2) in Part 2 above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS stating that you are no longer subject to backup withholding, do not cross out such item (2).	

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE IMPROVED OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 31% of all reportable payments made to me will be withheld.

Signature _____ Date _____

The Information Agent for the Improved Offer is:

[LOGO OF INNISFREE]

501 Madison Avenue, 20th Floor
New York, New York 10022
Bankers and Brokers Call Collect: (212) 750-5833
All Others Call Toll-Free: (888) 750-5834

The Dealer Manager for the Improved Offer is:

Lehman Brothers

Three World Financial Center
200 Vesey Street
New York, New York 10285
Call Collect: (212) 526-3444

June 15, 2000

June 15, 2000

Dear BTI Shareholder:

Brunswick Technologies, Inc. (BTI) and CertainTeed Corporation are pleased to confirm that we have reached an agreement by which CertainTeed is increasing its tender offer price to all BTI shareholders. Effective immediately, CertainTeed (through its affiliate VA Acquisition Corporation) is offering to pay $8.50 per share in cash for any and all outstanding shares of BTI stock not already owned by them or their affiliates.

BTI's Directors have voted unanimously to endorse CertainTeed's $8.50 offer, concluding that this price constitutes fair value for BTI stock. The Directors' vote was based, in part, on receipt of a written opinion of BTI's independent financial advisor, McDonald Investments, that $8.50 per share is fair to BTI shareholders from a financial point of view. In reaching their decision, the Directors considered a number of possible alternative transactions, and carefully weighed the risks and benefits of further pursuing each of these alternatives. The Board ultimately determined that a purchase of BTI by CertainTeed would result in fair value to BTI shareholders, and would otherwise be in the best interests of BTI and its employees and customers.

The increased tender offer represents nearly a 55% premium over the closing price of BTI shares on April 14, 2000, the last trading day before CertainTeed announced its intention to commence a tender offer. The $8.50 price reflects about a $2.6 million increase in the total price that CertainTeed is offering to BTI shareholders and option holders over the price offered in the original tender.

The BTI Directors unanimously recommend that all shareholders tender their shares to CertainTeed in accordance with the revised terms of the tender offer. To give shareholders ample time to take advantage of the improved offer, CertainTeed has extended the tender offer through 12:00 midnight, New York City time, on Thursday, June 29, 2000.

Enclosed with this letter is BTI's supplemental Schedule 14D-9, which contains additional information regarding BTI's evaluation and recommendation of the revised offer and which includes the text of McDonald Investments' written "fairness" opinion. Also enclosed is CertainTeed's Supplement to the Offer to Purchase, which provides further details concerning the amended terms of the tender offer.

We ask that you read the enclosed information carefully and that you tender your shares as soon as possible. If you are a registered holder (i.e., you own shares in your name), then please complete the enclosed (green) Letter of Transmittal and return it to the Depositary today with your certificates. If you are a beneficial holder (i.e., you hold your shares through a bank or brokerage firm), please contact your representative at your bank or brokerage

firm and ask that they tender your shares to CertainTeed. If you have already tendered your shares with the (blue) Letter of Transmittal sent with the original Offer to Purchase, you do not need to resend the revised (green) Letter of Transmittal.

If you have any questions or need assistance tendering your shares, please call CertainTeed's information agent, Innisfree M&A Incorporated, toll-free at 1-888-750-5834, or call BTI's information agent, Morrow & Co., Inc. at 1-800-662-5200.

Thank you,

BRUNSWICK TECHNOLOGIES, INC.

By: /s/ Martin S. Grimnes

Martin S. Grimnes
Chairman and CEO

CERTAINTEED CORPORATION

By: /s/ George B. Amoss

George B. Amoss
Vice President

AGREEMENT AND PLAN OF MERGER

dated as of

June 12, 2000

among

BRUNSWICK TECHNOLOGIES, INC.,

CERTAINTEED CORPORATION

and

VA ACQUISITION CORPORATION

TABLE OF CONTENTS

<TABLE>
<CAPTION>

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of June 12, 2000 among BRUNSWICK TECHNOLOGIES, INC., a Maine corporation (the "Company"), CERTAINTEED CORPORATION, a Delaware corporation ("Parent"), and VA Acquisition Corporation, a Maine corporation and an indirect, wholly owned subsidiary of Parent ("Merger Subsidiary").

Background

The respective Boards of Directors of Parent, Merger Subsidiary and the Company have each determined that it is advisable, on the terms and subject to the conditions of this Agreement: (i) for Merger Subsidiary to increase its cash tender offer to purchase all of the outstanding shares of common stock, par

value of $0.0001 per share, including the associated rights to purchase preferred stock, of the Company to $8.50 net per share, (ii) for the Board of Directors of the Company to recommend such increased offer to the shareholders of the Company and (iii) following the tender offer, to merge Merger Subsidiary and the Company.

Terms

In consideration of the premises and mutual covenants herein contained and intending to be legally bound hereby the parties hereby agree as follows:

ARTICLE 1 Definitions

Section 1.1. Definitions. The following terms, as used herein, have the following meanings:

"Acquisition Proposal" means an inquiry, offer or proposal regarding any of the following involving the Company or any of its Subsidiaries: (i) any merger, consolidation, share exchange, recapitalization, business combination or other similar transaction, (ii) any sale, lease, exchange, transfer or other disposition of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, in a single transaction or series of related transactions or (iii) any tender offer or exchange offer for 25 percent or more of the outstanding Shares or the filing of a registration statement under the 1933 Act in connection therewith.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

"Closing Date" means the date on which the Effective Time occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means common stock of the Company, par value $0.0001 per share.

"Company Balance Sheet" means the consolidated balance sheet of the Company as of March 31, 2000 and the footnotes thereto set forth in the Company 10-Q.

"Company Balance Sheet Date" means March 31, 2000.

"Company Data Room" means the data room set up by the Company in May 2000 and made available to Parent.

"Company 10-Q" means the Company's quarterly report on Form 10-Q for the period ended March 31, 2000.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Initial Offer" means the cash tender offer by Merger Subsidiary pursuant to the Offer to Purchase, dated April 20, 2000, as amended, to purchase all of the outstanding Shares at $8.00 per share, net to the seller in cash.

"knowledge" of any Person that is not an individual means the knowledge of such Person's officers after reasonable inquiry.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of

any kind in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"Maine Law" or "MBCA" means the Maine Business Corporation Act.

"Material Adverse Effect" means, with respect to any Person, a material adverse effect (other than an effect that impacts the Person's industry generally) on the financial condition, business or results of operations of such Person and its Subsidiaries, taken as a whole.

"1933 Act" means the Securities Act of 1933.

"1934 Act" means the Securities Exchange Act of 1934.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Right" means, with respect to each outstanding share of Common Stock, the right to purchase one one-hundredth of a share of Series A Junior Participating Preferred Stock, par value $10.00 per share, pursuant to the Rights Agreement.

"Rights Agreement" means the Rights Agreement, dated as of April 17, 2000 between the Company and State Street Bank and Trust Company.

"Saint-Gobain" means Compagnie de Saint-Gobain, a French corporation.

"SEC" means the Securities and Exchange Commission.

"Shareholder Agreements" means the shareholder agreements between Merger Subsidiary and each of the directors and executive officers of the Company and in substantially the form attached hereto as Exhibit A.

"Shares" means collectively, the shares of Common Stock and the Rights.

"Stock Option" means any stock option, stock appreciation right, or phantom stock unit.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"Transactions" means the transactions contemplated by this Agreement, including the Offer and the Merger.

(a) Any reference in this Agreement to a statute shall be to such statute, as amended from time to time, and to the rules and regulations promulgated thereunder.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<TABLE>
<CAPTION>

<TABLE>
Term	Section
<S>	<C>
CERCLA	5.17
Certificates	3.3
Company Disclosure Documents	5.9
Company Material Contract	5.14
Company Merger Proxy Statement	5.9
Company SEC Documents	5.7
Company Securities	5.5
Company Shareholder Meeting	7.2
Company Subsidiary Securities	5.6
Confidentiality Agreement	7.3
Effective Time	3.1
Employee Plans	5.16
Environmental Laws	5.17
ERISA	5.16
</TABLE>

<TABLE>
<CAPTION>
Term	Section
<S>	<C>
ERISA Affiliate	5.16
Exchange Agent	3.3
GAAP	5.8
Hazardous Materials	5.17
HMTA	5.17
Indemnified Person	8.3
Intellectual Property Rights	5.22
Maine Merger Agreement	3.1
Merger	3.1
Merger Consideration	3.2
Minimum Condition	2.1
Multiemployer Plan	5.16
Non-Compete Agreements	7.8
Offer	2.1
Offer Documents	2.1
Options	5.5
RCRA	5.17
Schedule TO	2.1
Schedule 14D-9	2.2
Superior Proposal	7.4
Surviving Corporation	3.1
</TABLE>

ARTICLE 2 The Offer

Section 2.1. The Offer.

(a) Provided that nothing shall have occurred that would result in a failure to satisfy any of the conditions set forth in Annex I hereto, as promptly as practicable after the date hereof, Merger Subsidiary shall, and Parent shall cause Merger Subsidiary to, amend the Initial Offer to offer to purchase any and all of the outstanding Shares at a price of $8.50 per Share, net to the seller in cash (the "Offer"). The Offer shall be subject to the condition that there shall be validly tendered in accordance with the terms of the Offer, prior to the expiration date of the Offer and not withdrawn, a number

of Shares that, together with the Shares then beneficially owned by Parent, Merger Subsidiary and Saint-Gobain, represents at least a majority of the total number of outstanding Shares on a fully diluted basis (including the exercise of all outstanding options) (the "Minimum Condition") and to the other conditions set forth in Annex I hereto. Merger Subsidiary expressly reserves the right to waive any of the conditions to the Offer and to make any change in the terms or conditions of the Offer, provided that, no change or waiver may be made that, without the prior written consent of the Company, waives the Minimum Condition, changes the form of consideration to be paid, decreases the price per Share or the number of Shares sought in the Offer or imposes conditions to the Offer in addition to those set forth in Annex I. Notwithstanding the foregoing, without the consent of the Company, Merger Subsidiary shall have the right to extend the Offer from time to time if, at the scheduled or extended expiration date of the Offer, any of the conditions to the Offer shall not have been satisfied or waived, until such conditions are satisfied or waived; provided that Merger Subsidiary may extend the Offer under this clause for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer or any period required by applicable law. If all of the conditions to the Offer are not satisfied or waived on any scheduled expiration date of the Offer, Merger Subsidiary shall extend the Offer from time to time until such conditions are satisfied or waived (but not beyond July 31, 2000); provided that (w) such conditions are reasonably capable of being satisfied, (x) the Company exercises its reasonable best efforts to cause such conditions to be satisfied, (y) an Acquisition Proposal shall not have been publicly announced and not withdrawn as of such scheduled expiration date and (z) the Company is in compliance with all of its covenants in this Agreement. Subject to the foregoing and to the terms and conditions of the Offer, Merger Subsidiary shall, and Parent shall cause it to, accept for payment and pay for, as promptly as practicable after the expiration of the Offer, all Shares properly tendered and not withdrawn pursuant to the Offer that Merger Subsidiary is obligated to purchase. Parent shall provide or cause to be provided to Merger Subsidiary on a timely basis the funds necessary to pay for any Shares that Merger Subsidiary becomes obligated to accept for payment, and pay for, pursuant to the Offer.

(b) As soon as practicable after the date hereof, Parent and Merger Subsidiary shall amend their Tender Offer Statement on Schedule TO (the "Schedule TO") with respect to the Offer, which will contain a supplement to the offer to purchase and a revised letter of transmittal (the Schedule TO and all documents included therein pursuant to which the Offer will be made, together with any supplements or amendments thereto, the "Offer Documents"). Parent and the Company each agrees promptly to correct any information provided by it for use in the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect. Parent and Merger Subsidiary agree to take all steps necessary to cause the Schedule TO as so corrected to be filed with the SEC and the other Offer Documents as so corrected to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. The Company and its counsel shall be given an opportunity to review and comment on the amended Schedule TO prior to its being filed.

Section 2.2. Company Action.

(a) The Company hereby consents to the Offer and represents that its Board of Directors, at a meeting duly called and held has (i) unanimously determined that this Agreement and the Transactions, including the Offer and the Merger, are fair to and in the best interests of the Company's shareholders, (ii) unanimously approved and adopted this Agreement and the Transactions,

including the Offer and the Merger, in accordance with the requirements of the Maine Law and (iii) unanimously resolved to recommend acceptance of the Offer and approval and adoption of this Agreement and the Merger by its shareholders, provided that, subject to Section 7.4(c), the Board of Directors of the Company may withdraw, modify or amend such recommendation only to the extent the Company's Board of Directors shall have

determined in good faith, on the basis of advice of its outside legal counsel, that consistent with its fiduciary duties under applicable law, it must take such action. The Company further represents that McDonald Investments, Inc. has delivered to the Company's Board of Directors its written opinion that the consideration to be paid in the Offer and the Merger is fair to the holders of Shares from a financial point of view. The Company has been advised that all of its directors intend to tender their Shares pursuant to the Offer and, if applicable, to vote in favor of the Merger. The Company will cause its transfer agent to promptly furnish Parent, upon request, with a list of the Company's shareholders, mailing labels and any available listing or computer file containing the names and addresses of all record holders of Shares and lists of securities positions of Shares held in stock depositories and to provide to Parent such additional information (including, without limitation, updated lists of shareholders, mailing labels and lists of securities positions) and such other assistance as Parent may reasonably request in connection with the Offer.

(b) As soon as practicable on or after the date the amended terms of the Offer are announced, the Company shall amend and disseminate to holders of Shares, in each case as and to the extent required by applicable federal securities laws, a supplement to its Solicitation/Recommendation Statement on Schedule 14D-9 originally filed on May 3, 2000 (together with any amendments or supplements thereto, the "Schedule 14D-9") that shall reflect the recommendations of the Company's Board of Directors referred to above. The Company and Parent each agree promptly to correct any information provided by it for use in the Schedule 14D-9 if and to the extent that it shall have become false or misleading in any material respect. The Company agrees to take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. Parent and its counsel shall be given an opportunity to review and comment on the amended Schedule 14D-9 prior to its being filed with the SEC.

Section 2.3. Directors.

(a) Promptly following the purchase of and payment for a number of Shares that satisfies the Minimum Condition, Parent shall be entitled to designate all directors on the Company's Board of Directors and the Company shall take all action within its power to cause Parent's designees to be elected or appointed to the Company's Board of Directors, including, without limitation, increasing the number of directors, and seeking and accepting resignations of incumbent directors. At such time, the Company will also use its reasonable best efforts to cause individual directors designated by Parent to constitute all members of each board of directors of each Subsidiary of the Company.

(b) The Company's obligations to appoint Parent's designees to the Board of Directors shall be subject to Section 14(f) of the 1934 Act and Rule 14f-1 promulgated thereunder. The Company shall promptly take all actions, and shall include in the Schedule 14D-9 such information with respect to the Company and its officers and directors, as Section 14(f) and Rule 14f-1 require in order to fulfill its obligations under this Section. Parent shall supply to the Company in writing and be solely responsible for any information with

respect to itself and its nominees, officers, directors and affiliates required by Section 14(f) and Rule 14f-1.

ARTICLE 3 The Merger

Section 3.1. The Merger.

(a) At the Effective Time, Merger Subsidiary shall be merged (the "Merger") with and into the Company in accordance with Maine Law, whereupon the separate existence of Merger Subsidiary shall cease, and the Company shall be the surviving corporation (the "Surviving Corporation"); provided that if the Merger can be effected without a shareholder vote under Section 904 of the MBCA, then the Company may instead be merged with and into Merger Subsidiary whereupon the separate existence of the Company shall cease, and the Merger Subsidiary shall be the Surviving Corporation.

(b) As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, the Company and Merger Subsidiary will file an Agreement of Merger among the Company, Parent and Merger Subsidiary (together with the officers' certificates required by Maine Law (the "Maine Merger Agreement"), with the Maine Secretary of State and make all other filings or recordings required by Maine Law in connection with the Merger. The Merger shall become effective at such time (the "Effective Time") as the Maine Merger Agreement (or a Plan of Merger therein contained) is duly filed with the Maine Secretary of State or at such later time as is specified in the Maine Merger Agreement.

(c) From and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Company and Merger Subsidiary, all as provided under Maine Law.

Section 3.2. Conversion of Shares. At the Effective Time:

(a) except as otherwise provided in Section 3.2(b) or Section 3.4, each Share outstanding immediately prior to the Effective Time shall be converted into the right to receive $8.50 in cash or any higher price paid for each Share in the Offer, without interest (the "Merger Consideration");

(b) each Share held by the Company as treasury stock or owned by Saint-Gobain, Parent or any Subsidiary of Saint-Gobain or Parent immediately prior to the Effective Time shall be canceled, and no payment shall be made with respect thereto; and

(c) each share of common stock of Merger Subsidiary outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the

Surviving Corporation. The Surviving Corporation will thereupon become an indirect, wholly owned subsidiary of Parent.

Section 3.3. Surrender and Payment.

(a) Prior to the Effective Time, Parent shall appoint an agent reasonably acceptable to the Company (the "Exchange Agent") for the purpose of exchanging certificates representing Shares (the "Certificates") for the Merger Consideration. Parent will make available to the Exchange Agent, as and when needed, the Merger Consideration to be paid in respect of the Shares. Promptly

after the Effective Time, Parent will send, or will cause the Exchange Agent to send, to each holder of Shares at the Effective Time a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates to the Exchange Agent) for use in such exchange.

(b) Each holder of Shares that have been converted into the right to receive the Merger Consideration will be entitled to receive, upon surrender to the Exchange Agent of a Certificate, together with a properly completed letter of transmittal, the Merger Consideration payable for each Share represented by such Certificate. Until so surrendered, each such Certificate shall represent after the Effective Time for all purposes only the right to receive such Merger Consideration.

(c) If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition to such payment that the Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such payment shall pay to the Exchange Agent any transfer or other taxes required as a result of such payment to a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such tax has been paid or is not payable.

(d) After the Effective Time, there shall be no further registration of transfers of Shares. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for the Merger Consideration provided for, and in accordance with the procedures set forth, in this Article.

(e) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 3.3(a) (and any interest or other income earned thereon) that remains unclaimed by the holders of Shares nine months after the Effective Time shall be returned to Parent, upon demand, and any such holder who has not exchanged them for the Merger Consideration in accordance with this Section prior to that time shall thereafter look only to the Surviving Corporation and Parent for payment of the Merger Consideration in respect of such Shares without any interest thereon. Notwithstanding the foregoing, neither the Surviving Corporation nor Parent shall be liable to any holder of Shares for any amount paid to a public official pursuant to applicable abandoned property, escheat or similar laws. Any amounts remaining unclaimed by holders of Shares two years after the Effective Time (or such earlier date

immediately prior to such time when the amounts would otherwise escheat to or become property of any governmental authority) shall become, to the extent permitted by applicable law, the property of Parent and the Surviving Corporation free and clear of any claims or interest of any Person previously entitled thereto.

(f) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 3.3(a) to pay for Shares for which appraisal rights have been perfected shall be returned to Parent, upon demand.

Section 3.4. Dissenting Shares. Notwithstanding Section 3.2, Shares outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger, if required, or consented thereto, if required, in writing and who has demanded appraisal for such Shares in accordance with Maine Law shall not be converted into a right to receive the Merger Consideration, unless such holder fails to perfect, withdraws or otherwise loses its right to appraisal. If, after the Effective Time, such holder fails to perfect, withdraws or loses its right to appraisal, such Shares

shall be treated as if they had been converted as of the Effective Time into a right to receive the Merger Consideration. The Company shall give Parent prompt notice of any demands received by the Company for appraisal of Shares, and Parent shall have the right to direct all negotiations and proceedings with respect to such demands. Except with the prior written consent of Parent, the Company shall not make any payment with respect to, or settle or offer to settle, any such demands.

Section 3.5. Stock Options.

(a) At or immediately prior to the Effective Time, each outstanding Stock Option issued by the Company to purchase Shares, whether or not vested or exercisable, shall be canceled, and the Company shall pay each holder of any such option at or promptly after the Effective Time for each such option surrendered an amount in cash determined by multiplying (i) the excess, if any, of the Merger Consideration over the applicable exercise price of such option by (ii) the number of Shares such holder could have purchased (assuming full vesting of all options) had such holder exercised such option in full immediately prior to the Effective Time. Such payment shall be reduced by applicable withholding taxes.

(b) Prior to the Effective Time, the Company shall take all actions (including, if appropriate, amending the terms of any option plan or arrangement) that are within its power to give effect to the transactions contemplated by Section 3.5(a).

Section 3.6. Adjustments. If, during the period between the date of this Agreement and the Effective Time, any change in the outstanding Shares shall occur (other than due to the exercise of currently outstanding options), including by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of Shares, or stock dividend thereon with a record date during such period, the cash payable pursuant to the Offer, the Merger Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted.

Section 3.7. Withholding Rights. Each of the Surviving Corporation and Parent shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Article such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign tax law. If the Surviving Corporation or Parent, as the case may be, so withholds amounts, such amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares in respect of which the Surviving Corporation or Parent, as the case may be, made such deduction and withholding.

Section 3.8. Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond, in such reasonable amount as the Surviving Corporation may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will pay, in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration to be paid in respect of the Shares represented by such Certificate, as contemplated by this Article.

ARTICLE 4 The Surviving Corporation

Section 4.1. Articles of Incorporation. The articles of incorporation of Merger Subsidiary in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until amended in accordance with applicable law, provided that, at the Effective Time, Article

First of such articles of incorporation shall be amended to read as follows: "The name of the corporation is Brunswick Technologies, Inc."

Section 4.2. Bylaws. The bylaws of Merger Subsidiary in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended in accordance with applicable law.

Section 4.3. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, (i) the directors of Merger Subsidiary at the Effective Time shall be the directors of the Surviving Corporation and (ii) the officers of the Merger Subsidiary at the Effective Time shall be the officers of the Surviving Corporation.

ARTICLE 5 Representations and Warranties of the Company

The Company represents and warrants to Parent that:

Section 5.1. Corporate Existence and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Maine. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where

failure to be so qualified would not have, individually or in the aggregate, a Material Adverse Effect on the Company.

Section 5.2. Corporate Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transactions, are within the Company's corporate powers and, except for the affirmative vote of the holders of a majority of the outstanding Shares in connection with the consummation of the Merger (if required by law) or any applicable shareholder approval required by the Nasdaq National Market System, have been duly authorized by all necessary corporate action on the part of the Company. The affirmative vote of the holders of a majority of the outstanding Shares (if required by law) is the only vote of the holders of any of the Company's capital stock necessary in connection with the consummation of the Merger. This Agreement constitutes a valid and binding agreement of the Company.

Section 5.3. Governmental Authorization. Except as set forth on Schedule 5.3, the execution, delivery and performance by the Company of this
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Agreement and the consummation by the Company of the Transactions, require no action by or in respect of, or filing with, any governmental body, agency, official or authority, domestic or foreign, other than (i) the filing of the Maine Merger Agreement with respect to the Merger with the Maine Secretary of State and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, (ii) compliance with any applicable requirements of the HSR Act and of any applicable antitrust laws, (iii) compliance with any applicable requirements of the 1933 Act, the 1934 Act and any other applicable securities or takeover laws, whether state or foreign, and (iv) any actions or filings the absence of which would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Company or materially to impair the ability of the Company to consummate the Transactions.

Section 5.4. Non-Contravention. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the Transactions, do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the articles of incorporation or bylaws of the Company, (ii) assuming compliance with the

matters referred to in Section 5.3, contravene, conflict with, or result in a violation or breach of any provision of any applicable law, statute, ordinance, rule, regulation, judgment, injunction, order or decree, (iii) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would become a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Company or any of its Subsidiaries is entitled under any provision of any agreement or other instrument with any financial institution or government agency binding upon the Company or any of its Subsidiaries (except as set forth on Schedule 5.4) or any license, franchise, permit, certificate, approval or other similar authorization affecting, or relating in any way to, the assets or business of the Company and its Subsidiaries or (iv) result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries, except such contraventions, conflicts and violations referred to in clause (ii) and such failures to obtain any such consent or other action, default, termination, cancellation, acceleration, change, loss or Lien referred to in clauses (iii) or (iv) that could not be reasonably

expected to have, individually or in the aggregate, a Material Adverse Effect on the Company or to impair materially the ability of the Company to consummate the Transactions.

Section 5.5. Capitalization.

(a) The authorized capital stock of the Company consists of 20,000,000 Shares. As of June 9, 2000, there were outstanding 5,234,415 Shares and stock options issued by the Company (the "Options") to purchase an aggregate of 819,672 Shares (of which Options to purchase an aggregate of 471,499 Shares were exercisable). There are and there will be no shares of preferred stock outstanding. The Company has issued to shareholders Rights to purchase Junior Participating Preferred Stock of the Company, which Preferred Stock is, under certain circumstances, convertible into Common Stock of the Company. All outstanding shares of capital stock of the Company have been, and all shares that may be issued pursuant to the stock option plans will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued and fully paid and nonassessable. Schedule 5.5(a) identifies (v) the holders of each of the Options, (vi) the number of Options vested for each holder, (vii) the option plan under which each Option was issued, (viii) the number of Options held by such holder and (ix) the exercise price of each of the Options.

(b) Except as set forth in this Section 5.5 or Schedule 5.5(a) and except for changes since June 9, 2000 resulting from the exercise of stock options issued by the Company outstanding on such date, there are no outstanding (i) shares of capital stock or voting securities of the Company, (ii) securities of the Company convertible into or exchangeable for shares of capital stock or voting securities of the Company or (iii) options or other rights to acquire from the Company or other obligation of the Company to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Company Securities"). Except as set forth in Schedule 5.5(b), there are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Securities.

Section 5.6. Subsidiaries.

(a) All Significant Subsidiaries within the meaning of Regulation S-X of the Company and their respective jurisdictions of incorporation are identified in the Company's most recent Form 10-K. Except for such Subsidiaries, the Company does not directly or indirectly own any capital stock of or other equity interest in any corporation, partnership or other Person and neither the Company nor any of its Subsidiaries is a member of or participant in any partnership, joint venture or similar Person.

(b) Except as set forth on Schedule 5.6, all of the outstanding
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capital stock of, or other voting securities or ownership interests in, each Subsidiary of the Company, is owned by the Company (except for shares of foreign Subsidiaries of the Company held in nominee names), directly or indirectly, free and clear of any Lien and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such

capital stock or other voting securities or ownership interests). There are no outstanding (i) securities of the Company or any of its Subsidiaries convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in any Subsidiary of the Company or (ii) options or other rights to acquire from the Company or any of its Subsidiaries, or other obligation of the Company or any of its Subsidiaries to issue, any capital stock or other voting securities or ownership interests in, or any securities convertible into or exchangeable for any capital stock or other voting securities or ownership interests in, any Subsidiary of the Company (the items in clauses (i) and (ii) being referred to collectively as the "Company Subsidiary Securities"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities.

Section 5.7. SEC Filings.

(a) The Company has filed (i) the Company's annual reports on Form 10-K for its fiscal years ended December 31, 1999 and December 31, 1998, (ii) its quarterly report on Form 10-Q for its fiscal quarter ended March 31, 2000, (iii) its proxy or information statements relating to meetings of, or actions taken without a meeting by, the shareholders of the Company held after December 31, 1999, (iv) the Schedule 14D-9 and amendments thereto, and (v) all of its other reports, statements, schedules and registration statements filed with the SEC since December 31, 1999 (the documents referred to in this Section 5.7(a), collectively, the "Company SEC Documents").

(b) To the knowledge of the Company, as of the filing date, each Company SEC Document complied as to form in all material respects with the applicable requirements of the 1933 Act and the 1934 Act, as the case may be.

(c) To the knowledge of the Company, as of its filing date (or, if amended or superceded by a filing prior to the date hereof, on the date of such later filing), each Company SEC Document filed pursuant to the 1934 Act did not, and each such Company SEC Document filed subsequent to the date hereof will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(d) To the knowledge of the Company, each Company SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the 1933 Act, as of the date such statement or amendment became effective, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

Section 5.8. Financial Statements. The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in the Company SEC Documents fairly present, in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its consolidated Subsidiaries as

of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements).

Section 5.9. Disclosure Documents.

(a) Each document required to be filed by the Company with the SEC or required to be distributed or otherwise disseminated to the Company's shareholders in connection with the Transactions (the "Company Disclosure Documents"), including, without limitation, the Schedule 14D-9, the proxy or information statement of the Company (the "Company Merger Proxy Statement"), if any, to be filed with the SEC in connection with the Merger, and any amendments or supplements thereto, when filed, distributed or disseminated, as applicable, will comply as to form in all material respects with the applicable requirements of the 1934 Act.

(b) (i) The Company Merger Proxy Statement, as supplemented or amended, if applicable, at the time such Company Merger Proxy Statement or any amendment or supplement thereto is first mailed to shareholders of the Company and at the time such shareholders vote on adoption of this Agreement, and (ii) any Company Disclosure Document (other than the Company Merger Proxy Statement), at the time of the filing of such Company Disclosure Document or any supplement or amendment thereto and at the time of any distribution or dissemination thereof, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties contained in this Section 5.9(b) will not apply to statements or omissions included in the Company Disclosure Documents based upon information furnished to the Company in writing by Parent specifically for use therein.

(c) The information with respect to the Company or any of its Subsidiaries that the Company furnishes to Parent in writing specifically for use in the Offer Documents, at the time of the filing thereof, at the time of any distribution or dissemination thereof and at the time of the consummation of the Offer, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Section 5.10. Absence of Certain Changes. Since the Company Balance Sheet Date, the business of the Company and its Subsidiaries has been conducted in the ordinary course consistent with past practices and, except as disclosed in the Company SEC Documents, there has not been:

(a) except for changes in exchange rates of foreign currencies, any event, occurrence, development or state of circumstances or facts that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company;

(b) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company or

any repurchase, redemption or other acquisition by the Company or any of its Subsidiaries of any outstanding shares of capital stock or other securities of, or other ownership interests in, the Company or any of its Subsidiaries;

(c) any acquisition by the Company or any of its Subsidiaries of a material amount of assets, including without limitation stock or other equity interests, from any Person or any sale, lease, license or other disposition of assets or property of the Company or any of its Subsidiaries other than in the ordinary course of business consistent with past practices;

(d) any amendment of any material term of any outstanding security of the Company or any of its Subsidiaries;

(e) any incurrence, assumption or guarantee by the Company or any of its Subsidiaries of any indebtedness for borrowed money (i) exceeding $1,000,000 in the aggregate or (ii) having a term longer than one year in duration;

(f) to the knowledge of the Company, any creation or other incurrence by the Company or any of its Subsidiaries of any Lien on any asset other than in the ordinary course of business consistent with past practices;

(g) any making of any loan, advance or capital contributions to or investment in any Person other than loans, advances or capital contributions to or investments in its wholly owned Subsidiaries made in the ordinary course of business consistent with past practices;

(h) to the knowledge of the Company, any damage, destruction or other similar casualty loss (whether or not covered by insurance) affecting the business or assets of the Company or any of its Subsidiaries that has resulted, or could reasonably be expected to result, in an aggregate amount in excess of $500,000;

(i) any transaction or commitment made, or any contract or agreement entered into, by the Company or any of its Subsidiaries relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by the Company or any of its Subsidiaries of any contract or other right, in either case, material to the Company and its Subsidiaries, taken as a whole, other than transactions and commitments in the ordinary course of business consistent with past practices and those contemplated by this Agreement;

(j) any change in any method of accounting, method of tax accounting or accounting principles or practice by the Company or any of its Subsidiaries, except for any such change required by reason of a concurrent change in GAAP or Regulation S-X under the 1934 Act;

(k) any tax election, other than those consistent with past practice, not required by law or any settlement or compromise of any tax liability in either case that is material to the Company and its Subsidiaries;

(l) except as set forth on Schedule 5.10(l), any (i) grant of any
severance or termination pay to (or amendment to any existing arrangement with) any director or officer of the Company or any of its Subsidiaries, (ii) increase in benefits payable under any existing severance or termination pay policies or employment agreements, (iii) entering into any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer or employee of the Company or any of its Subsidiaries, (iv) establishment, adoption or amendment (except as required by applicable law) of any collective bargaining, bonus, profit-sharing, thrift,

pension, retirement, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement covering any director, officer or employee of the Company or any of its Subsidiaries or (v) increase in compensation, bonus or other benefits payable to any director, officer or employee of the Company or any of its Subsidiaries, other than, in the case of clause (iii) or (v), in the ordinary course of business consistent with past practice; or

(m) to the Company's knowledge, any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Company or any of its Subsidiaries, which employees were not subject to a collective bargaining agreement at the Company Balance Sheet Date, or any lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to such employees.

Section 5.11. No Undisclosed Material Liabilities. To the knowledge of the Company, there are no liabilities or obligations of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and there is no existing condition, situation or set of circumstances that could reasonably be expected to result in such a liability, other than:

(a) liabilities or obligations disclosed and provided for in the Company Balance Sheet or in the notes thereto or in the Company SEC Documents filed prior to the date hereof;

(b) liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company; and

(c) liabilities or obligations under this Agreement or incurred in connection with the Transactions.

Section 5.12. Compliance with Laws and Court Orders. The Company and each of its Subsidiaries are and have been in compliance with, and to the knowledge of the Company are not under investigation with respect to and have not been threatened to be charged with or given notice of any violation of, any applicable law, statute, ordinance, rule, regulation,

judgment, injunction, order or decree, except for failures to comply or violations that have not had and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

Section 5.13. Litigation. Except as set forth in the Company SEC Documents filed prior to the date hereof and on Schedule 5.13, there is no
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action, suit, investigation or proceeding pending against, or, to the knowledge of the Company, threatened against or affecting, the Company, any of its Subsidiaries, any present or former officer, director or employee of the Company or any of its Subsidiaries or any other Person for whom the Company or any such Subsidiary is liable or any of their respective properties before any court or arbitrator or before or by any governmental body, agency or official, domestic or foreign, that (i) the Company believes is reasonably likely to result in a liability to the Company or any of its Subsidiaries of an amount in excess of $50,000 or (ii) that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Offer or the Merger or any other Transaction.

Section 5.14. Material Contracts. Except for purchase orders and as set forth on Schedule 5.14, the Company has provided Parent with a complete and
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accurate list of any of the following to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound (each, a "Company Material Contract") and a complete and accurate copy, except as excluded at Parent's request, of each Company Material Contract was included in the Company Data Room:

(a) all written management, compensation, employment or other contracts entered into with any executive officer or director of the Company;

(b) all contracts or agreements under which the Company or any of its Subsidiaries has any outstanding indebtedness, obligation or liability for borrowed money or the deferred purchase price of property or has the right or obligation to incur any such indebtedness, obligation or liability, in each case in an amount greater than $200,000;

(c) all bonds or agreements of guarantee or indemnification in which the Company or any of its Subsidiaries acts as surety, guarantor or indemnitor with respect to any obligation (fixed or contingent) in an amount or potential amount greater than $100,000, other than any such bonds or agreements entered into in connection with an asset or stock acquisition or disposition made by the Company or any of its Subsidiaries and other than any such guarantees of the obligations of the Company or any of its Subsidiaries;

(d) all noncompete agreements to which the Company or any of its Affiliates (other than any director of the Company) is a party;

(e) all partnership and joint venture agreements;

(f) each other contract or agreement listed as an exhibit to the Company's most recent Form 10-K and the Company 10-Q; and

(g) all agreements relating to material business acquisitions or dispositions during the last three years, including any separate tax or indemnification agreements.

Except as set forth on Schedule 5.14(a), (i) neither the Company nor any of its Subsidiaries is in default under the terms of any Company Material Contract, which default permits the other party to adversely alter or terminate any rights of the Company or any of its Subsidiaries or accelerate the obligations of the Company or any of its Subsidiaries under such Company Material Contract or to collect damages, (ii) to the knowledge of the Company, no other party thereto is in default in any material respect under the terms of any Company Material Contract and (iii) each Company Material Contract is in full force and effect in all material respects.

Section 5.15. Finders' Fees. Except for McDonald Investments, Inc., a copy of whose engagement agreement has been provided to Parent, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries who might be entitled to any fee or commission from the Company or any of its Affiliates in connection with the Transactions.

Section 5.16. Employee Benefit Plans.

(a) The Company Data Room contained a complete and accurate copy of each material "employee benefit plan", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), each material employment, severance or similar contract, plan, arrangement or policy and each other material plan or arrangement (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock related rights or other

forms of incentive or deferred compensation, vacation benefits, insurance coverage (including any self-insured arrangements), health or medical benefits, disability benefits, workers' compensation, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits) which is maintained, administered or contributed to by the Company or any ERISA Affiliate and covers any employee or former employee of the Company or its United States Subsidiary, or with respect to which the Company or its United States Subsidiary has any liability. Such plans are referred to collectively herein as the "Employee Plans." For purposes of this Section 5.16, "ERISA Affiliate" of any Person means any other Person which, together with such Person, would be treated as a single employer under Section 414 of the Code.

(b) Neither the Company nor any of its ERISA Affiliates currently contributes to or maintains any plan subject to Title IV of ERISA, other than a "multiemployer plan" as defined in Section 3(37) of ERISA (a "Multiemployer Plan"). With respect to any Multiemployer Plan or other plan subject to Title IV of ERISA which the Company or any of its ERISA Affiliates has contributed to or maintained during the past five years, neither the Company nor any of its current ERISA Affiliates has any contingent liability that (i) is reasonably likely to become a liability of Parent or its ERISA Affiliates after the Effective Time and (ii) individually or in the aggregate, would have a Material Adverse Effect on the Company.

(c) Except as set forth in Schedule 5.16, neither the Company nor its United States Subsidiary has any liability in respect of post-retirement health, medical or life insurance benefits for retired, former or current employees of the Company or its United States Subsidiary except as required to avoid excise tax under Section 4980B of the Code.

(d) All material contributions and payments accrued under each Employee Plan, determined in accordance with prior funding and accrual practices have been discharged and paid when due.

(e) To the knowledge of the Company, there is no action, suit, investigation, audit or proceeding pending against or involving or threatened against or involving, any Employee Plan before any court or arbitrator or any state, federal or local governmental body, agency or official other than routine claims for benefits and other than actions, including qualified domestic relations orders.

Section 5.17. Environmental Matters.

(a) Except as set forth on Schedule 5.17, neither the Company nor any of its Subsidiaries has received any written notice, claim, request for information or demand from any governmental agency or third party alleging that any of the Company, its Subsidiaries or the Company Real Properties is in material violation of, is subject to any administrative or judicial proceeding pursuant to, or has any material liability under, any Environmental Law.

(b) To the knowledge of the Company, each of the Company and its Subsidiaries has operated its respective business in compliance with Environmental Laws except for such non-compliance which, individually or in the aggregate, is not likely to have a Material Adverse Effect on the Company.

(c) For purposes of this Agreement, "Hazardous Materials" shall mean asbestos, petroleum products and all other materials on the date hereof defined as "hazardous substances", "hazardous wastes", "toxic substances", "solid wastes" or otherwise on or prior to the date hereof listed or regulated

pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. (S)9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. (S)(S)6901 et seq. ("RCRA") and any amendments thereto; the Hazardous Materials Transportation Act, 49 U.S.C. (S)(S)1801 et seq. ("HMTA"); the Clean Water Act, the Safe Drinking Water Act; the Atomic Energy Act; the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act; or any other similar foreign, federal, state or local statute, regulation or ordinance or any other law or common law theory of any foreign, state or federal court, as now in effect, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic waste, substance or material.

(d) For purposes of this Agreement, "Environmental Laws" shall mean any and all foreign, federal, state and local laws (including, without limitation, common law), statutes, ordinances, rules, regulations, permits, licenses or other governmental

requirements relating to health, pollution, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), the release or threatened release, discharge, emission, of any Hazardous Materials or materials containing Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the pollution of the environment, including, without limitation, CERCLA, RCRA and HMTA.

Section 5.18. Anti-Takeover Statutes and Rights Agreement.

(a) Except as set forth on Schedule 5.18, to the knowledge of the Company, no "control share acquisition," "fair price," "moratorium" or other anti-takeover laws or regulations enacted under any state apply to this Agreement or any of the Transactions contemplated hereby.

(b) The Company has taken all action necessary to render the Rights issued pursuant to the terms of the Rights Agreement inapplicable to this Agreement, the Offer, the Shareholder Agreements and transactions contemplated thereby, the Merger and any other Transactions.

Section 5.19. Title to Real Properties. To the knowledge of the Company, the Company and each of its Subsidiaries has good title to, or in the case of leased property and assets have valid leasehold interests in, all real property reflected on the Company Balance Sheet or acquired after the Company Balance Sheet Date, except for properties sold since the Company Balance Sheet Date in the ordinary course of business consistent with past practices, except for such imperfections in title and easements, if any, as are not substantial in character, amount or extent and do not materially detract from the value, or materially interfere with the present use of the property subject thereto or affected thereby, or otherwise materially impair the Company's business operations. None of such property is subject to any Lien, except:

(a) Liens disclosed on the Company Balance Sheet;

(b) Liens for taxes not yet due or being contested in good faith (and for which adequate accruals or reserves have been established on the Company Balance Sheet); or

(c) Liens which do not materially detract from the value or materially interfere with any present use of such property or assets.

Section 5.20. Insurance Coverage. The Company and its Subsidiaries have obtained and maintained in full force and effect public liability insurance, insurance against claims for personal injury or death or property damage occurring in connection with the activities of the Company or its Subsidiaries or any properties owned, occupied or controlled by the Company or its Subsidiaries and other insurance, in each case, with responsible and reputable insurance companies or associations in such amounts, on such terms and covering such risks as reasonably deemed necessary by the Company and its Subsidiaries.

Section 5.21. Labor Matters. The Company has no collective bargaining agreements which relate to any of the employees of the Company or its Subsidiaries. The Company does not know of any activity or proceedings of any labor union (or representatives thereof) to organize any unorganized employees employed by the Company or its Subsidiaries, or of any strikes, slowdowns, work stoppages, lockouts or threats thereof, by or with respect to any of the employees of the Company or its Subsidiaries during the period from the Company Balance Sheet Date through the date hereof.

Section 5.22. Intellectual Property. The Company and its Subsidiaries have rights to use, whether through ownership, licensing or otherwise, all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes that are material to the conduct of the business of the Company and its Subsidiaries (collectively the "Intellectual Property Rights"). The patents owned by the Company or any of its Subsidiaries are valid and enforceable and any patent issuing from patent applications of the Company or any of its Subsidiaries will be valid and enforceable, except as such invalidity or unenforceability, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Except as disclosed in Schedule 5.22, to the Company's knowledge, there are no infringements by any other party of any of the Intellectual Property Rights. Except as set forth on Schedule 5.22, to the knowledge of the Company, there are no currently pending lawsuits or written threats thereof against the Company and its Subsidiaries alleging infringement of any intellectual property right of another Person.

ARTICLE 6 Representations and Warranties of Parent

Parent represents and warrants to the Company that:

Section 6.1. Corporate Existence and Power. Each of Parent and Merger Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which would not have, individually or in the aggregate, a Material Adverse Effect on Parent. Since the date of its incorporation, Merger Subsidiary has not engaged in any activities other than in connection with or as contemplated by this Agreement, the Shareholder Agreements or in connection with arranging any financing required to consummate the Transactions.

Section 6.2. Corporate Authorization. The execution, delivery and performance by Parent and Merger Subsidiary of this Agreement, and the consummation by Parent and Merger Subsidiary of the Transactions, are within the corporate powers of Parent and Merger Subsidiary and have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of each of Parent and Merger Subsidiary.

Section 6.3. Governmental Authorization. The execution, delivery and performance by Parent and Merger Subsidiary of this Agreement, and the consummation by Parent and Merger Subsidiary of the Transactions, require no action by or in respect of, or filing

with, any governmental body, agency, official or authority, domestic or foreign, other than (i) the filing of the Maine Merger Agreement with respect to the Merger with the Maine Secretary of State and appropriate documents with the relevant authorities of other states in which Parent is qualified to do business, (ii) compliance with any applicable requirements of the HSR Act and of any applicable antitrust laws (as to which the HSR Act filings have been completed and the applicable waiting periods have expired), (iii) compliance with any applicable requirements of the 1933 Act, the 1934 Act and any other applicable securities or takeover laws, whether state or foreign, (iv) the filing of a written notification pursuant to Section 5021 of the Omnibus Trade and Competitiveness Act of 1988 (the Exon-Florio Statute) (the filing of which has been made), and (v) any actions or filings the absence of which would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Parent or materially to impair the ability of Parent and Merger Subsidiary to consummate the Transactions.

Section 6.4. Non-Contravention. The execution, delivery and performance by Parent and Merger Subsidiary of this Agreement, and the consummation by Parent and Merger Subsidiary of the Transactions, do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Parent or Merger Subsidiary, (ii) assuming compliance with the matters referred to in Section 6.3, contravene, conflict with, or result in any violation or breach of any provision of any applicable law, statute, ordinance, rule, regulation, judgment, injunction, order or decree or (iii) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would become a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Parent or Merger Subsidiary is entitled under any provision of any agreement or other instrument binding upon Parent or Merger Subsidiary or any license, franchise, permit, certificate, approval or other similar authorization affecting, or relating in any way to, the assets or business of Parent or Merger Subsidiary, except for such contraventions, conflicts and violations referred to in clause (ii) and for such failures to obtain consent or other action, defaults, terminations, cancellations, accelerations, changes, losses or Liens referred to in clause (iii) that could not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Parent or materially to impair the ability of Parent and Merger Subsidiary to consummate the Transactions.

Section 6.5. Disclosure Documents.

(a) The information with respect to Parent and any of its Subsidiaries that Parent furnishes to the Company in writing specifically for use in any Company Disclosure Document will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (i) in the case of the Company Merger Proxy Statement, as supplemented or amended, if applicable, at the time such Company Merger Proxy Statement or any amendment or supplement thereto is first mailed to shareholders of the Company and at the time such shareholders vote on adoption of this Agreement, and (ii) in the case of any Company Disclosure Document other than the Company Merger Proxy Statement, at

the time of the filing of such Company Disclosure Document or any supplement or amendment thereto and at the time of any distribution or dissemination thereof.

(b) The Offer Documents, when filed, distributed or disseminated, as applicable, will comply as to form in all material respects with the applicable requirements of the 1934 Act and, at the time of the filing thereof, at the time of any distribution or dissemination thereof and at the time of consummation of the Offer, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, provided that this representation and warranty will not apply to statements or omissions included in the Offer Documents based upon information furnished to Parent or Merger Subsidiary in writing by the Company specifically for use therein.

Section 6.6. Finders' Fees. Except for Lehman Brothers Inc., whose fees will be paid by Parent, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Parent who might be entitled to any fee or commission from the Company or any of its Affiliates upon consummation of the Transactions.

Section 6.7. Financing. Parent has, or will have prior to the expiration of the Offer, sufficient cash, available lines of credit or other sources of immediately available funds (including, if required or desirable, funds provided by Saint-Gobain) to enable it to purchase all of the Shares (and options and other rights to purchase Shares) outstanding (whether in the Offer or the Merger).

Section 6.8. Present Intention. Parent and Merger Subsidiary have no present intention to close any of the current facilities of the Company or its Subsidiaries.

ARTICLE 7 Covenants of the Company

The Company agrees that:

Section 7.1. Conduct of the Company. Except as expressly permitted by this Agreement or required in furtherance of the Transactions or disclosed in the Company SEC Documents, from the date hereof until the Effective Time, the Company and its Subsidiaries shall conduct their business in the ordinary course consistent with past practice and shall use their commercially reasonable efforts to preserve intact their business organizations and relationships with third parties and to keep available the services of their present officers and employees. Without limiting the generality of the foregoing, from the date hereof until the Effective Time:

(a) the Company will not adopt or propose any change to its articles of incorporation or bylaws;

(b) the Company will not, and will not permit any of its Subsidiaries to, merge or consolidate with any other Person or acquire a material amount of stock or assets of any other Person;

(c) the Company will not, and will not permit any of its Subsidiaries to, sell, lease, license or otherwise dispose of any material subsidiary or material amount of assets, securities or property except (i) pursuant to existing contracts or commitments and (ii) in the ordinary course consistent of business with past practice;

(d) the Company will not, and will not knowingly permit any of its

Subsidiaries to, (i) take any action that (A) would make any representation and warranty of the Company hereunder that is qualified by materiality or Material Adverse Effect inaccurate in any respect at, or as of any time prior to, the Effective Time or (B) would make any representation or warranty of the Company hereunder that is not so qualified to be inaccurate in any material respect at, or as of any time prior to, the Effective Time or (ii) omit to take any action necessary to prevent any such representation or warranty from being inaccurate in any respect or material respect, as the case may be, at any such time;

(e) the Company will not, and will not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest of the Company, any of its Subsidiaries or Affiliates (except for the issuance of Shares pursuant to the exercise of Options, which Options are outstanding on the date hereof);

(f) the Company will not, and will not permit any of its Subsidiaries to, (i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property of any combination thereof) in respect of its capital stock, and except that any wholly owned Subsidiary of the Company may declare and pay a dividend to its parent, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) repurchase, redeem or otherwise acquire any of its securities or any securities of its Subsidiaries, or propose to do any of the foregoing;

(g) other than in the ordinary course of business consistent with past practice, the Company will not, and will not permit any of its Subsidiaries to, sell, transfer, license, sublicense or otherwise dispose of any material Intellectual Property Rights or amend or modify any existing agreements with respect to any material Intellectual Property Rights or third party Intellectual Property Rights;

(h) except as set forth on Schedule 7.1(h), the Company will not, and
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will not permit any of its Subsidiaries to, (i) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse or otherwise as an accommodation become responsible for, the obligations of any other Person or make any loans, advances, or capital contributions to, or investments in, any other Person (other than to any wholly owned Subsidiary

of the Company) other than in the ordinary course of business consistent with past practice, (ii) enter into or amend any contract or agreement other than in the ordinary course of business consistent with past practice, (iii) authorize or make any capital expenditures or purchases of fixed assets that are not currently budgeted and that in the aggregate exceeds $250,000, (iv) terminate any Company Material Contract or amend in any material respect any Company Material Contract or (v) enter into or amend any contract, agreement, commitment or arrangement to effect any of the matters prohibited hereunder other than in the ordinary course of business consistent with past practice;

(i) the Company will not, and will not permit any of its Subsidiaries to, take any action, other than as required by GAAP (applicable in the United States or United Kingdom), to change accounting policies or procedures or cash maintenance policies or procedures (including, without limitation, procedures with respect to revenue recognition, capitalization of development costs, payments of accounts payable and collection of accounts receivable);

(j) the Company will not, and will not permit any of its Subsidiaries to, make any Tax election not required by law and inconsistent with past practice or settle or compromise any Tax liability, except to the extent the amount of any such settlement or compromise has been reserved for on the consolidated financial statements contained in the Company SEC Documents, or would not have a Material Adverse Effect;

(k) the Company will not, and will not permit any of its Subsidiaries to, pay, discharge, settle, or satisfy any lawsuits, claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice of liabilities reflected or reserved against in the Company Balance Sheet or incurred in the ordinary course of business consistent with past practice or other payments, discharges or satisfactions which in the aggregate do not exceed $100,000, or waive the benefits of, or agree to modify in any manner, any confidentiality, standstill or similar agreement to which the Company or any of its Subsidiaries is a party;

(l) except as contemplated by Section 8.4 and as described on Schedule 7.1(h), the Company will not, and will not permit any of its Subsidiaries to

(i) adopt or amend any bonus, profit sharing, compensation, severance, termination, stock option, pension, retirement, deferred compensation, employment or employee benefit plan, agreement, trust, plan, fund or other arrangement for the benefit and welfare of any director, officer or employee,

(ii) increase in any manner the compensation or fringe benefits of any director, officer or employee (except for increases in the ordinary course of business consistent with past practice and that, in the aggregate, do not result in a material increase in benefits or compensation expense to the Company) or

(iii) pay any benefit not required by any currently existing plan or arrangement (including, without limitation, the granting of stock options or stock appreciation rights or the removal of existing restrictions in any benefit plans or agreements); and

(m) the Company will not, and will not permit any of its Subsidiaries to, agree or commit to do any of the foregoing.

Section 7.2. Shareholder Meeting; Proxy Material. The Company shall cause a meeting of its shareholders (the "Company Shareholder Meeting") to be duly called and held as soon as reasonably practicable after consummation of the Offer for the purpose of voting on the approval and adoption of this Agreement and the Merger, unless Maine Law does not require a vote of shareholders of the Company for consummation of the Merger. Subject to their fiduciary duties as advised by outside counsel to the Company, and subject to Section 7.4(c), the Board of Directors of the Company shall recommend approval and adoption of this Agreement and the Merger by the Company's shareholders. In connection with such meeting, the Company will (i) promptly prepare and file with the SEC, will use its best efforts to have cleared by the SEC and will thereafter mail to its shareholders as promptly as practicable the Company Merger Proxy Statement and all other proxy materials for such meeting, (ii) use its best efforts to obtain the necessary approvals by its shareholders of this Agreement and the Transactions and (iii) otherwise comply with all legal requirements applicable to such meeting.

Section 7.3. Access to Information. From the date hereof until the

Effective Time and subject to applicable law and the Confidentiality Agreement dated as of May 17, 2000 between the Company and Parent (the "Confidentiality Agreement"), the Company shall (i) give Parent, its counsel, financial advisors, auditors and other authorized representatives full access to the offices, properties, books and records of the Company and its Subsidiaries, (ii) furnish to Parent, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information as such Persons may reasonably request and (iii) instruct the employees, counsel, financial advisors, auditors and other authorized representatives of the Company and its Subsidiaries to cooperate with Parent in its investigation of the Company and its Subsidiaries; provided that in each case appropriate procedures are implemented to protect the attorney-client privilege to the extent applicable with respect to any such materials. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Company and its Subsidiaries. No information or knowledge obtained by Parent or any of its Affiliates in any investigation pursuant to this Section shall affect or be deemed to modify any representation or warranty made by the Company hereunder.

Section 7.4. No Solicitation; Other Offers.

(a) From the date hereof until the termination hereof, the Company will not, and will cause its Subsidiaries and the officers, directors, employees, investment bankers, attorneys, accountants, consultants or other agents or advisors of the Company and its Subsidiaries not to, directly or indirectly, (i) take any action to solicit, initiate, facilitate or encourage the submission of any Acquisition Proposal, (ii) except as permitted in Section 7.4(b),

engage in discussions or negotiations with, or disclose any nonpublic information relating to the Company or any of its Subsidiaries or afford access to the properties, books or records of the Company or any of its Subsidiaries to, any Person who the Company has reason to believe may be considering making, or has made, an Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal, or (iii) grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company. The Company will notify Parent or Parent's outside legal counsel promptly (but in no event later than 36 hours) after receipt by, or communication to, the Company of any Acquisition Proposal, any indication that any Person is considering making an Acquisition Proposal or any request for nonpublic information relating to the Company or any of its Subsidiaries or for access to the properties, books or records of the Company or any of its Subsidiaries by any Person who the Company has reason to believe may be considering making, or has made, an Acquisition Proposal. The Company shall provide such notice orally and in writing and shall identify the Person making, and the terms and conditions of, any such Acquisition Proposal, indication or request. The Company shall keep Parent fully informed, on a current basis, of any material changes to the terms thereof. The Company shall, and shall cause its Subsidiaries and the directors, employees and other agents of the Company and its Subsidiaries to, cease immediately and cause to be terminated all activities, discussions and negotiations, if any, with any Persons conducted prior to the date hereof with respect to any Acquisition Proposal.

(b) Notwithstanding the foregoing, the Company may negotiate or otherwise engage in substantive discussions with, and furnish nonpublic information to, any Person who delivers a Superior Proposal if (i) the Company has complied with the terms of this Section 7.4, including, without limitation, the requirement in Section 7.4(a) that it notify Parent promptly after its receipt of any Acquisition Proposal, (ii) the Board of Directors of the Company determines in good faith by a majority vote, on the basis of advice from its

outside legal counsel, that consistent with its fiduciary duties under applicable law, it must take such action, (iii) such Person executes a confidentiality agreement with terms no less favorable to the Company than those contained in the Confidentiality Agreement, (iv) the Company shall have delivered to Parent four business days' prior written notice advising Parent that it intends to take such action and (v) the Offer shall not have closed.

(c) The Board of Directors of the Company shall be permitted to withdraw, or modify in a manner adverse to Parent, its approval and recommendation to its shareholders referred to in Sections 2.2 and 7.2 hereof, but only if (i) the Company has complied with the terms of this Section 7.4, including, without limitation, the requirement in Section 7.4(a) that it notify Parent promptly after its receipt of any Acquisition Proposal, (ii) a Superior Proposal is pending at the time the Company's Board of Directors determines to take any such action, (iii) the Company's Board of Directors determines in good faith by a majority vote, on the basis of the advice of its outside legal counsel, that consistent with its fiduciary duties under applicable law, it must take such action and (iv) the Company shall have delivered to Parent four business days' prior written notice advising Parent that it intends to take such action. For purposes of this Agreement, "Superior Proposal" means any bona fide, unsolicited written

Acquisition Proposal for 50% or more of the outstanding Shares on terms that the Board of Directors of the Company determines in good faith by a majority vote is more favorable and provides greater value to the Company's shareholders than as provided hereunder, and such decision is made on the basis of the advice of a financial advisor of nationally recognized reputation and takes into account all the terms and conditions of the Acquisition Proposal, including any break-up fees, expense reimbursement provisions and conditions to closing. Nothing in this Section 7.4(c) shall (i) permit the Company to terminate this Agreement (except as provided in Article 11 hereof) or (ii) affect any other obligations of the Company under this Agreement.

Section 7.5. Notices of Certain Events. The Company shall promptly notify Parent of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the Transactions;

(b) any notice or other communication from any governmental or regulatory agency or authority in connection with the Transactions; and

(c) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Company or any of its Subsidiaries that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 5.12, 5.13 or 5.17, as the case may be, or that relate to the consummation of the Transactions.

Section 7.6. [Intentionally Omitted.]

Section 7.7. Interim Financial Statements. Until the Effective Date or, if earlier, the date of termination of this Agreement pursuant to Section 11.1, as soon as practicable but in no event later than 30 days after the end of each month beginning with May 2000, the Company shall deliver to Parent unaudited financial information for such month and the corresponding month of the preceding year as customarily prepared by the Company's management for its own internal purposes.

Section 7.8. Non-Compete Agreements. The Company shall use its best

efforts to cause each of Messrs. Dubay, Fuller, Chesney, Lee and Wallace to enter into a non-compete agreement substantially in the form attached hereto as Exhibit B (each a "Non-Compete Agreement").

ARTICLE 8 Covenants of Parent

Parent agrees that:

Section 8.1. Obligations of Merger Subsidiary. Parent will take all action necessary to cause Merger Subsidiary to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

Section 8.2. Voting of Shares. Parent agrees to vote all Shares beneficially owned by it in favor of adoption of this Agreement at the Company Shareholder Meeting.

Section 8.3. Director and Officer Liability. Parent shall, and shall cause the Surviving Corporation to, do the following:

(a) For three years after the Effective Time, the Surviving Corporation shall indemnify and hold harmless the present and former officers and directors of the Company (each an "Indemnified Person") in respect of acts or omissions occurring at or prior to the Effective Time to the fullest extent permitted by Maine Law or any other applicable laws or provided under the Company's articles of incorporation and bylaws in effect on the date hereof, provided that such indemnification shall be subject to any limitation imposed from time to time under applicable law.

(b) For three years after the Effective Time, the Surviving Corporation shall provide officers' and directors' liability insurance in respect of acts or omissions occurring prior to the Effective Time covering each such Indemnified Person currently covered by the Company's officers' and directors' liability insurance policy on terms with respect to coverage and amount no less favorable than those of such policy in effect on the date hereof.

(c) If Parent, the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 8.3.

(d) The rights of each Indemnified Person under this Section 8.3 shall be in addition to any rights such Person may have under the articles of incorporation or bylaws of the Company or any of its Subsidiaries, or under Maine Law or any other applicable laws or under any agreement between an Indemnified Person and the Company the form of which agreement and the name of each Indemnified Person has been furnished to Parent prior to the date hereof. These rights shall survive consummation of the Merger and are intended to benefit, and shall be enforceable by, each Indemnified Person as an intended third party beneficiary.

Section 8.4. Employees; Benefits. Parent and Merger Subsidiary shall honor (i) all employment, severance or similar contractual or benefit plan

arrangements of the Company in accordance with their terms in existence on the date hereof (including the Employment Agreement of Malcolm Lee effective as of April 14, 2000, as reasonably adjusted to conform with United Kingdom law, and the Employment Agreement of Martin Grimnes effective as of April 14, 2000, as amended by the First Amendment to Employment Agreement dated June 12, 2000) and (ii) all legally imposed obligations relating to employment matters. After the Effective Time, Parent and Merger Subsidiary shall comply with applicable law, including without limitation the Worker Adjustment and Retraining Notification Act, 29 U.S.C. (S) 2101 et seq. It is the current intention of Parent and Merger
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Subsidiary to cause the Surviving Corporation to provide benefits to employees of the Company and its Subsidiaries that are generally comparable in the aggregate to such employees as those in effect on the date hereof; provided, however, that the foregoing shall not limit or restrict the right of the Surviving Corporation or its Subsidiaries to terminate the employment of such employees or subsequently to modify the benefits or other terms of employment of such employees, to the extent permitted by applicable law. Notwithstanding the foregoing, (i) nothing herein shall prohibit Parent from replacing any existing plan, program or arrangement with a plan, program or arrangement which Parent reasonably believes will provide such employees with benefits generally comparable to the benefits that would have been provided under such existing plan, program or arrangement and (ii) nothing herein shall obligate Parent to provide such employees with any stock based compensation (including, without limitation, stock options or stock appreciation rights or the value thereof) after the Effective Time.

(a) All service credited to each employee by the Company through the Effective Time shall be recognized by Parent for purposes of eligibility and vesting under any employee benefit plan provided by the Surviving Corporation or Parent for the benefit of employees in which such employees of the Company participate.

(b) From and after the date hereof through the Effective Time, the Company and Parent shall cooperate in good faith in (i) communicating with Company employees with regard to the Merger and any personnel or employee benefits matters related thereto and (ii) facilitating any necessary transitions in connection with the Merger with respect to Company benefit plans, payroll administration or similar matters.

ARTICLE 9 Covenants of Parent and the Company.

The parties hereto agree that:

Section 9.1. Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, the Company and Parent will use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the Transactions.

Section 9.2. Certain Filings. The Company and Parent shall cooperate with one another (i) in connection with the preparation of the Company Disclosure Documents and the Offer Documents, (ii) in determining whether any action by or in respect of, or filing with, any governmental body, agency, official, or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the Transactions, (iii) in taking such actions or making any such filings, furnishing information required in connection therewith or with the Company Disclosure Documents or the Offer Documents and seeking timely to obtain any such actions, consents, approvals or waivers, and (iv) in connection with effecting the prompt dismissal of all litigation between the Company and Parent and its Affiliates.

Section 9.3. Press Releases. Parent and the Company will only issue joint press releases with respect to this Agreement or the Transactions, except as may be required by applicable law or any listing agreement with any national securities exchange.

Section 9.4. Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of the Company or Merger Subsidiary, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Company or Merger Subsidiary, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

Section 9.5. Merger Without Meeting of Shareholders. If Parent, Merger Subsidiary or any other Subsidiary of Parent shall acquire at least 90% of the outstanding Shares pursuant to the Offer or otherwise, Parent may, subject to satisfaction or (to the extent permitted hereunder) waiver of all conditions to the Merger, take all necessary and appropriate action to cause the Merger to be effective as soon as practicable after the acceptance for payment and purchase of Shares pursuant to the Offer without a meeting of shareholders of the Company in accordance with Maine Law.

Section 9.6. Adjournment of Special Meeting of Shareholders. The Company and Parent agree that Company shall take all action necessary to postpone or adjourn the special meeting of shareholders of the Company scheduled for June 16, 2000 to the latest date on which the record date for the special meeting of shareholders is still valid for such meeting.

ARTICLE 10 Conditions to the Merger

Section 10.1. Conditions to Obligations of Each Party. The obligations of the Company, Parent and Merger Subsidiary to consummate the Merger are subject to the satisfaction of the following conditions:

(a) if required by Maine Law, this Agreement shall have been approved and adopted by the shareholders of the Company in accordance with such Law;

(b) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(c) Merger Subsidiary shall have purchased Shares pursuant to the Offer.

Section 10.2. Conditions to the Obligations of Parent and Merger Subsidiary. The obligations of Parent and Merger Subsidiary to consummate the Merger are subject to the satisfaction of the following further conditions:

(a) (i) the Company shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time, and (ii) the representations and warranties of the Company contained in this Agreement and in any certificate or other writing delivered by the Company pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct in all material respects with only such exceptions as would not, individually or in the aggregate, be reasonably likely to have a Material

Adverse Effect on the Company at and as of the date hereof as if made at and as of such time and at and as of the Effective Time as if made at and as of such time; and

(b) There shall not be instituted or pending any action, investigation or proceeding by any government or governmental authority or agency, domestic or foreign, or by any other Person, before any court or governmental authority or agency, domestic or foreign, (i) challenging the acquisition by Parent, Merger Subsidiary or any of their respective Affiliates of any Shares, seeking to restrain or prohibit the making or consummation of the Merger or the performance of any of the other Transactions contemplated by this Agreement or seeking to require the Company, Parent, Merger Subsidiary or any of their respective Affiliates to pay any damages related to the Merger or the other Transactions that are material in relation to the Company taken as a whole, (ii) seeking to impose limitations on the ability of Merger Subsidiary, or to render Merger Subsidiary unable to accept for payment, pay for or purchase some or all of the Shares, (iii) seeking to restrain or prohibit Parent's ownership or operation (or that of its Affiliates) of all or any portion of the business or assets of the Company and its Subsidiaries or of Parent and its Affiliates or to compel Parent or any of its Affiliates to dispose of or hold separate all or any portion of the business or assets of the Company and its Subsidiaries or of Parent and its Affiliates, (iv) seeking to impose limitations on the ability of Parent, Merger Subsidiary or any of Parent's other Affiliates effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote any Shares acquired or owned by Parent, Merger Subsidiary or any of Parent's other Affiliates on all matters properly presented to the Company's shareholders, (v) seeking to require divestiture by Parent, Merger Subsidiary or any of Parent's other Affiliates of any Shares, (vi) alleging breach of fiduciary duty

by the directors of the Company or (vii) that otherwise is reasonably likely to have a Material Adverse Effect on the Company or Parent.

ARTICLE 11 Termination

Section 11.1. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the shareholders of the Company):

(a) by mutual written agreement of the Company and Parent;

(b) by either the Company or Parent, if:

(i) Merger Subsidiary shall not have accepted for payment at least that number of Shares that will satisfy the Minimum Condition pursuant to the Offer before August 31, 2000, provided that the right to terminate this Agreement pursuant to this Section 11.1(b)(i) shall not be available to any party whose breach of any provision of this Agreement results in the failure of the acceptance for payment by Merger Subsidiary of any Shares pursuant to the Offer by such time;

(ii) there shall be any law or regulation that makes acceptance for payment of, and payment for, the Shares pursuant to the Offer or consummation of the Merger illegal or otherwise prohibited or any judgment, injunction, order or decree of any court or governmental body having competent jurisdiction enjoining Merger Subsidiary from accepting for payment of, and paying for, the Shares pursuant to the Offer or the Company or Parent from consummating the Merger and such judgment, injunction, order or decree shall have become final and nonappealable;

(iii) the Company's shareholders shall have rejected the

Merger and this Agreement at the Company Shareholder Meeting, if required, or at any adjournment or postponement thereof; or

(iv) the Merger shall not have been consummated by October 31, 2000; provided that the right to terminate this Agreement pursuant to this Section 11.1(b)(iv) shall not be available to any party whose breach of any provision of this Agreement results in the failure of the Merger to be consummated by such time.

(c) by Parent, if, prior to the acceptance for payment of the Shares under the Offer,

(i) any Person or "group" (as defined in Section 13(d)(3) of the 1934 Act), other than Parent or any of its Affiliates, shall have acquired beneficial ownership of more than 15% of the Shares, through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of such Shares;

(ii) (A) the Board of Directors of the Company shall have withdrawn, or modified in a manner adverse to Parent, its approval or recommendation of this Agreement, the Offer or the Merger, or shall have recommended or publicly announced its intention to enter into, a definitive agreement or an agreement in principle with respect to an Acquisition Proposal or shall have failed to reaffirm such approval or recommendation upon Parent's request (or shall have resolved to do any of the foregoing) or (B) the Company shall have breached any of its obligations under Section 7.4; or

(iii) the Offer terminates due to the failure of the Minimum Condition.

(d) by the Company, if (i) prior to the acceptance for payment of any Shares pursuant to the Offer, (ii) the Company is in compliance with Section 7.4(c), (iii) the Board of Directors of the Company shall have withdrawn or modified in a manner adverse to Parent its approval or recommendation of this Agreement, the Offer or the Merger, (iv) the Board of Directors of the Company authorizes the Company, subject to complying with the terms of this Agreement, to enter into a binding written agreement concerning a transaction that constitutes a Superior Proposal and the Company notifies Parent in writing that it intends to enter into such an agreement, attaching the most current version of such agreement to such notice, (v) Parent does not make, within four business days of receipt of the Company's written notification of its intention to enter into a binding agreement for a Superior Proposal, an offer that the Board of Directors of the Company determines, in good faith after consultation with its financial advisors, is at least as favorable, from a financial point of view, to the shareholders of the Company as the Superior Proposal, and (vi) the Company simultaneously with such termination pays to Parent in immediately available funds the fees required to be paid pursuant to Section 12.4. The Company agrees (x) that it will not enter into a binding agreement referred to in clause (iv) above until at least the fifth business day after it has provided the notice to Parent required hereby and (y) to notify Parent promptly if its intention to enter into the written agreement referred to in its notification shall change at any time after giving such notification.

(e) The party desiring to terminate this Agreement pursuant to this Section 11.1 (other than pursuant to Section 11.1(a)) shall give notice of such termination to the other party.

Section 11.2. Effect of Termination. Subject to Section 12.4, if this Agreement is terminated pursuant to Section 11.1, this Agreement shall become void and of no effect with no liability on the part of any party (or any

shareholder, director, officer, employee, agent, consultant or representative of such party) to the other party hereto, provided that, if such termination shall result from the willful and knowing (i) failure of either party to fulfill a condition to the performance of the material obligations of the other party, (ii) failure of either party to perform a material covenant hereof or (iii) material breach by either party hereto of any representation or warranty or agreement contained herein, such party shall be fully liable for any and all liabilities and damages incurred or suffered by the other party as a result of such failure or breach. The provisions of Sections 11.2, 12.4, 12.6 and 12.7 shall survive any termination hereof

pursuant to Section 11.1. The Confidentiality Agreement also shall survive the termination of this Agreement.

ARTICLE 12 Miscellaneous

Section 12.1. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Parent or Merger Subsidiary, to:

Compagnie de Saint-Gobain
Les Miroirs
18, Avenue d'Alsace
92096 Paris La Defense, Cedex 27
France
Fax: 011-33-1-4762-3710
Attention: Jean-Philippe Buisson

and copies to:

Saint-Gobain Corporation
750 East Swedesford Road
Valley Forge, Pennsylvania 19482
Fax: (610) 341-7087
Attention: John R. Mesher, Esq.

Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, Pennsylvania 19103
Fax: (215) 981-4750
Attention: Peter O. Clauss, Esq.

if to the Company, to:

Brunswick Technologies, Inc.
43 Bibber Parkway
Brunswick, Maine 04011
Fax: (207) 729-7877
Attention: Martin Grimnes

with a copy to:

Gadsby Hannah LLP
225 Franklin Street
Boston, Massachusetts 02110

Fax: (617) 345-7050
Attention: Robert A. Trevisani, Esq.

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

Section 12.2. Survival of Representations and Warranties. The representations and warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement, except for the agreements set forth in Sections 8.3, 8.4, 11.2, 12.4, 12.5, 12.6 and 12.7.

Section 12.3. Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective, provided that, after the adoption of this Agreement by the shareholders of the Company and without their further approval, no such amendment or waiver shall reduce the amount or change the kind of consideration to be received in exchange for the Shares.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 12.4. Expenses.

(a) Except as otherwise provided in this Section 12.4, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

(b) The Company agrees to pay Parent a fee in immediately available funds equal to $1,800,000, plus the reasonable expenses of Parent (not to exceed $1,000,000) incurred in connection with the Initial Offer, this Agreement and the consummation of the

Transactions contemplated hereby if this Agreement shall be terminated (i) pursuant to Section 11.1(c)(i) (except that for the purposes of this Section 12.4, such Person or "group" must purchase 50% or more of the outstanding Shares), Section 11.1(c)(ii) or Section 11.1(d); or (ii) pursuant to Section 11.1(b)(i) and, in the case of this clause (ii), prior to the time of such termination an Acquisition Proposal shall have been publicly announced and not withdrawn and, within nine months of the date of termination, the Company enters into an agreement or letter of intent concerning a transaction in respect of such Acquisition Proposal and such transaction is subsequently consummated.

(c) The fee and expenses reimbursement payment payable (i) pursuant to subsection (b)(i) above shall be paid by the Company simultaneously with the termination of this Agreement and (ii) pursuant to subsection (b)(ii) above shall be paid by the Company on the date on which the transaction referred to in such subsection shall be consummated.

(d) The Company agrees to pay in immediately available funds an amount equal to Parent's reasonable expenses (not to exceed $1,250,000) incurred in connection with the Initial Offer, this Agreement and the Transactions contemplated hereby, if (x) this Agreement shall have been terminated pursuant to Section 11.1(b)(i), and (y) the condition in paragraph (iv)(h) of Annex I shall not have been satisfied in respect of performance or
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non-performance of any covenants or agreements due to an intentional act or omission of the Company. Such payment shall be made promptly, and in no event later than two business days, after such termination.

(e) If the Company fails promptly to pay any amount due Parent pursuant to this Section 12.4, the Company shall also pay any costs and expenses incurred by Parent in connection with a legal action to enforce this Agreement that results in any judgment or settlement against the Company for such amount.

(f) Parent agrees to pay the Company in immediately available funds an amount equal to the Company's reasonable expenses (not to exceed $1,250,000) incurred in connection with the Initial Offer, this Agreement and the Transactions contemplated hereby if Parent is otherwise required pursuant to the terms of the Offer to accept for payment and pay for the tendered Shares and fails to do so within the time period provided in the Offer. Such payment shall be made promptly, and in no event later than two business days, after such failure to purchase shares.

Section 12.5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto, except that Parent or Merger Subsidiary may transfer or assign, in whole or from time to time in part, to one or more of its Affiliates, the right to purchase all or a portion of the Shares pursuant to the Offer, but no such transfer or assignment will relieve Parent or Merger Subsidiary of its obligations

under the Offer or prejudice the rights of tendering shareholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

Section 12.6. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Maine, without regard to the conflicts of law rules of such state.

Section 12.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.8. Counterparts; Effectiveness; Benefit. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Except as provided in Section 8.3, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

Section 12.9. Entire Agreement. This Agreement and the Confidentiality Agreement constitute the entire agreement between the parties

with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 12.10. Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 12.11. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 12.12. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

[SIGNATURE PAGE FOLLOWS]

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

BRUNSWICK TECHNOLOGIES, INC.

By: /s/ Alan M. Chesney

Name: Alan M. Chesney
Title: Chief Financial Officer

CERTAINTEED CORPORATION

By: /s/ George B. Amoss

Name: George B. Amoss
Title: Vice President - Finance

VA ACQUISITION CORPORATION

By: /s/ George B. Amoss

Name: George B. Amoss
Title: Vice President

ANNEX I

Notwithstanding any other provision of the Offer, Parent and Merger Subsidiary shall not be required to accept for payment or pay for any Shares, and may terminate the Offer, if

(i) the Minimum Condition (as defined in the Merger Agreement) has not been satisfied or waived (pursuant to the Merger Agreement, including Section 2.1(c)) by the scheduled expiration date,

(ii) the Rights shall not have been redeemed by the Board of Directors of the Company or Parent or Merger Subsidiary are not satisfied, in their sole discretion, that the Rights and the Rights Agreement are inapplicable to the Offer and the Merger,

(iii) Parent and Merger Subsidiary are not satisfied, in their sole discretion, that the provisions of Section 611-A of the Maine Business Corporation Act are inapplicable to the acquisition of Shares pursuant to the Offer and the Merger,

(iv) at any time on or after the date of the Merger Agreement and prior to the expiration date of the Offer, any of the following conditions exist:

(a) there shall be instituted or pending any action, investigation or proceeding by any government or governmental authority or agency, domestic or foreign, or by any other Person, before any court or governmental authority or agency, domestic or foreign,

(1) challenging the acquisition by Parent or Merger Subsidiary of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other transactions contemplated by the Merger Agreement or seeking to require the Company, Parent or Merger Subsidiary to pay any damages related to the Offer, the Merger or the other Transactions contemplated by the Merger Agreement that are material in relation to the Company taken as a whole,

(2) seeking to impose limitations on the ability of Merger Subsidiary, or to render Merger Subsidiary unable to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger,

(3) seeking to restrain or prohibit Parent's ownership or operation (or that of its Affiliates) of all or any portion of the business or assets of the Company and its Subsidiaries or of Parent and its Affiliates or to compel Parent or any of its Affiliates to dispose of or hold separate all or any portion of the business or assets of the Company and its Subsidiaries or of Parent and its Affiliates,

(4) seeking to impose limitations on the ability of Parent, Merger Subsidiary or any of Parent's other Affiliates effectively to exercise full rights of ownership of

the Shares, including, without limitation, the right to vote any Shares acquired or owned by Parent, Merger Subsidiary or any of Parent's other Affiliates on all matters properly presented to the Company's shareholders,

(5) seeking to require divestiture by Parent, Merger Subsidiary or any of Parent's other Affiliates of any Shares,

(6) alleging breach of fiduciary duty by the directors of the Company; or

(7) that otherwise is reasonably likely to have a Material

Adverse Effect on the Company; or

(b) there shall have been any action taken, or any statute, rule, regulation, injunction, order or decree proposed, enacted, enforced, promulgated, issued or deemed applicable to the Offer or the Merger, by any court, government or governmental authority or agency, domestic or foreign, that is reasonably likely, directly or indirectly, to result in any of the consequences referred to in paragraph (a) above; or

(c) any Person shall have entered into a definitive agreement or an agreement in principle with the Company regarding an Acquisition Proposal; or

(d) the Board of Directors of the Company (1) shall have withdrawn, or modified in a manner adverse to Parent, its approval or recommendation of the Merger Agreement, the Offer or the Merger, (2) shall have failed to reaffirm such approval or recommendation upon Parent's request or (3) shall have recommended or publicly announced its intention to enter into, a definitive agreement or an agreement in principle with respect to an Acquisition Proposal; or

(e) it shall have been publicly disclosed or Parent shall have otherwise learned that any Person or "group" (as defined in Section 13(d)(3) of the 1934 Act), other than Parent or any of its Affiliates, shall have acquired beneficial ownership of more than 15% of any class or series of capital stock of the Company (including the Shares), through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of more than 15% of any class or series of capital stock of the Company (including the Shares); or

(f) a tender or exchange offer for any Shares shall be made or publicly proposed to be made by any other person (including the Company or any of its Subsidiaries or Affiliates) or it shall be publicly disclosed, or Parent or Merger Subsidiary or any of their Affiliates shall otherwise learn that (a) any Person, entity (including the Company or any of its Subsidiaries) or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) has acquired or proposes to acquire, through the acquisition of Shares, the formation of a group or otherwise, beneficial ownership of any other class or series of capital stock of the Company, or

shall have been granted any right, option or warrant, conditional or otherwise, to acquire beneficial ownership of such class or series of capital stock of the Company, (b) any person or group shall enter into a definitive agreement or an agreement in principle or make a proposal with respect to an Acquisition Proposal or (c) any person shall file a Notification and Report Form under the HSR Act or make a public announcement of an Acquisition Proposal; or

(g) any change (or any condition, event or development involving a prospective change) shall have occurred or been threatened in the business, properties, assets, liabilities, capitalization, shareholders' equity, condition (financial or otherwise), operations, licenses, franchises, permits, permit applications, results of operations or prospects of the Company or any of its Subsidiaries or Affiliates which, in the sole judgement of Parent or Merger Subsidiary, is or may be materially adverse to the Company or any of its Subsidiaries or Affiliates, or Parent or Merger Subsidiary shall have become aware of any fact which, in the sole judgment of any of them, has or may have material adverse significance with respect to either the value of the Company or any of its Subsidiaries or the value of the Shares to Parent or Merger Subsidiary or any other Affiliate thereof; or

(h) the Company shall have breached or failed to perform in any

material respect any obligation or to comply in any material respect with any agreement or covenant of the Company to be performed or complied with by it under the Merger Agreement; or

(i) there shall have occurred or threatened (1) any general suspension of trading in, or limitation on the prices for, securities on any national securities exchange or in the over-the-counter market in the United States, (2) any extraordinary or material adverse change in the financial market or major stock exchange indices in the United States or abroad or in the market price of the Shares, (3) any change in the general political, market, economic or financial conditions in the United States or abroad that could, in the sole judgment of Parent or Merger Subsidiary, have a material adverse effect upon the business, properties, assets, liabilities, capitalization, shareholders' equity, condition (financial or otherwise), operations, licenses or franchises, results or operations or prospects of the Company or material change in the United States currency exchange rate or a suspension of, or limitation on, the markets therefor, (4) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (5) any limitation (whether mandatory or not mandatory) by any government, domestic, foreign or supranational, or governmental entity on, or other event that, in the sole judgment of Parent or Merger Subsidiary, might affect, the extension of credit by banks or other lending institutions or (6) in the case of any of the foregoing existing at the time of commencement of the Offer, a material acceleration or worsening thereof; or

(j) there shall have occurred a commencement of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States that is reasonably expected to have a Material Adverse Effect on the Company; or

(k) each director of the Company shall not have entered into and complied with his respective Shareholder Agreement; or

(l) all outstanding litigation between the Company and Parent and its Affiliates shall not have been dismissed; or

(m) the Merger Agreement shall have been terminated in accordance with its terms;

which, in the judgment of Parent in any such case, and regardless of the circumstances (including any action or omission by Parent) giving rise to any such condition, makes it inadvisable to proceed with such acceptance for payment or payment.

The foregoing conditions are for the sole benefit of Parent and Merger Subsidiary and may, subject to the terms of the Merger Agreement, be waived by Parent and Merger Subsidiary in whole or in part at any time and from time to time in their discretion. The failure by Parent or Merger Subsidiary at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances, and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time prior to the Effective Time.

SHAREHOLDER AGREEMENT

AGREEMENT, dated as of _____, 2000 between VA Acquisition Corporation, a Maine corporation ("Buyer"), and the shareholder of Brunswick Technologies, Inc., a Maine corporation (the "Company"), named on the signature page hereof ("Shareholder").

WHEREAS, in order to induce Buyer to enter into an agreement and plan of merger (as amended from time to time, the "Merger Agreement") with the Company, Buyer has requested Shareholder, and Shareholder has agreed, to enter into this Agreement.

WHEREAS, as of the date hereof, Shareholder is the holder of the shares of capital stock of the Company (the "Shares") listed on the signature page hereof. Capitalized terms used but not separately defined herein shall have the meanings ascribed to them in the Merger Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Agreement to Tender

Section 1.1. Agreement to Tender. Subject to any restriction imposed as a result of any prior pledge or other hypothecation of Shares by the Shareholder, Shareholder hereby irrevocably and unconditionally agrees to validly tender (and not withdraw) or cause to be validly tendered (and not withdrawn) pursuant to and in accordance with the terms of the Offer all of the Shares that Shareholder owns as of the date hereof as well as any additional Shares that Shareholder may own, whether acquired by purchase, exercise of options or otherwise, at any time after the date hereof (the "Shareholder Shares"). Within five business days after the date hereof (or within five business days after any Shareholder Shares are acquired during pendency of the Offer, if later), Shareholder shall deliver (with respect to Shareholder Shares controlled by Shareholder) to the depositary designated in the Offer (i) a letter of transmittal with respect to the Shareholder Shares complying with the terms of the Offer, (ii) certificates representing all of the Shareholder Shares and (iii) all other documents or instruments required to be delivered pursuant to the terms of the Offer. With respect to Shares subject to a prior pledge or hypothecation agreement, Shareholder agrees that (i) he will not tender or deliver such Shares other than pursuant to the Offer or to the applicable pledge holder and (ii) he will use his best efforts to cause the pledge holder to tender the Shares pursuant to the Offer or to consent to, or otherwise remove any restrictions prohibiting, the tender of such Shares by the Shareholder.

Section 1.2. Return of Shares. Buyer will return Shareholder's Share

certificates promptly upon any termination of the Merger Agreement pursuant to Section 11.1 thereof.

ARTICLE 2

Voting Agreement; Grant of Proxy

Section 2.1. Voting Agreement. (a) Until the earliest to occur of (x) the consummation of the Merger, (y) the nine month anniversary of the date hereof and (z) the termination of the Merger Agreement pursuant to Section 11.1 (thereof (the "Termination Date"), Shareholder hereby irrevocably and unconditionally agrees to vote or cause to be voted all Shareholder Shares that Shareholder is entitled to vote at the time of any vote of the shareholders of the Company where such matters arise (i) in favor of the approval and adoption of the Merger Agreement and in favor of the transactions contemplated thereby, (ii) against any proposal or transaction which could prevent or delay the consummation of the Transactions and (iii) against any (A) Acquisition Proposal (other than the Merger), (B) corporate action the consummation of which would frustrate the purposes, or prevent or delay the consummation, of the Transactions or (C) other matter relating to, or in connection with, any of the matters referred to in clause (A) and (B) above. Nothing in this Article 2 shall limit or restrict Shareholder's ability to act or vote in his capacity as an officer or director of the Company in any manner he so chooses.

(b) If any shareholder vote in respect of the Merger Agreement or any of the transactions contemplated by the Merger Agreement is taken by written consent, the provisions of this Agreement imposing obligations in respect of or in connection with any vote of shareholders shall apply mutatis mutandis to such action by written consent.

Section 2.2. Proxy. Shareholder hereby revokes any and all previous proxies granted with respect to the Shareholder Shares. By entering into this Agreement, Shareholder hereby grants an irrevocable proxy appointing Buyer as Shareholder's attorney-in-fact and proxy, with full power of substitution, for and in Shareholder's name, to vote, express consent or dissent, or otherwise to utilize such voting power in such manner and upon any of the matters referred to in Section 2.1 above, as Buyer or its proxy or substitute shall, in Buyer's sole discretion, deem proper with respect to the Shareholder Shares. The proxy granted by Shareholder pursuant to this Article 2 is irrevocable and is granted in consideration of Buyer's entering into the Merger Agreement and to secure the Shareholder's performance of his agreement and duty to vote or cause to be voted (including by written consent) all of the Shareholder Shares in favor of the Merger as set forth in Section 2.1(a) and (b) hereof and such irrevocable proxy shall remain in effect until the Termination Date, notwithstanding the death or incapacity of Shareholder; provided, however, that such proxy shall be revoked on the Termination Date.

ARTICLE 3

Representations and Warranties of Shareholder

Shareholder represents and warrants to Buyer that:

Section 3.1. Valid Title. Shareholder is the beneficial owner of the Shareholder Shares held by him on the date hereof with no restrictions on Shareholder's voting rights or rights of

disposition pertaining thereto, except as may be imposed as a result of any prior pledge or other hypothecation of Shares by the Shareholder. Except as previously disclosed to Buyer, none of the Shareholder Shares is subject to any voting trust or other agreement or arrangement with respect to the voting of such Shares (other than this Agreement).

Section 3.2. Binding Effect. This Agreement is the valid and binding Agreement of Shareholder, enforceable against Shareholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally.

Section 3.3. Total Shares. The number of Shares set forth on the signature page hereto opposite the name of Shareholder are the only Shares owned by Shareholder.

ARTICLE 4

Representations and Warranties of Buyer

Buyer represents and warrants to Shareholder:

Section 4.1. Corporate Power and Authority. Buyer has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by the board of directors of Buyer and no other corporate action on the part of Buyer is necessary to authorize the execution, delivery or performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and is a valid and binding Agreement of Buyer, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally.

ARTICLE 5

Covenants of Shareholder

Shareholder hereby covenants and agrees that:

Section 5.1. No Proxies for or Encumbrances on Shareholder Shares. Except

pursuant to the terms of this Agreement, prior to the Termination Date Shareholder shall not, without the prior written consent of Buyer, directly or indirectly, (i) grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any Shareholder Shares or (ii) sell, assign, transfer, encumber or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect sale, assignment, transfer, encumbrance or other disposition of, any Shares during the term of this Agreement. Shareholder shall not seek or solicit any such sale, assignment, transfer, encumbrance or other disposition or any such contract, option or other arrangement or

assignment or understanding and agrees to notify Buyer promptly and to provide all details requested by Buyer if Shareholder shall be approached or solicited, directly or indirectly, by any person with respect to any of the foregoing.

Section 5.2. Appraisal Rights. Shareholder agrees not to exercise any rights to demand appraisal of any Shares which may arise with respect to the Merger.

Section 5.3. Further Action. Shareholder intends this proxy to be irrevocable and will take such further action and execute such other instruments as may be necessary to effectuate the intent of this proxy, including, without limitation, filing written notice of this irrevocable proxy with the secretary of the Company or permitting Buyer, as his attorney-in-fact, to file a copy of this Agreement with the secretary of the Company.

Section 5.4. Legend. At the request of Buyer, Shareholder agrees to stamp, print or type on the face of his certificates evidencing the Shares the following legend:

"THE VOTING, SALE, ASSIGNMENT, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER ENCUMBRANCE OR DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A SHAREHOLDER AGREEMENT DATED AS OF THE _____ DAY OF _____, 2000 BY AND BETWEEN VA ACQUISITION CORPORATION AND THE RECORD OWNER HEREOF, COPIES OF WHICH ARE ON FILE AT THE OFFICES OF VA ACQUISITION CORPORATION."

ARTICLE 6

Miscellaneous

Section 6.1. Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 6.2. Additional Agreements. Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations and

which may be required under any agreements, contracts, commitments, instruments, understandings, arrangements or restrictions of any kind to which such party is a party or by which such party is governed or bound, to consummate and make effective the transactions contemplated by this Agreement, to obtain all necessary waivers, consents and approvals and effect all necessary registrations and filings, responses to requests for additional information related to such filings, and submission of information requested by governmental authorities, and to rectify any event or circumstances which could impede consummation of the transactions contemplated hereby.

Section 6.3. Specific Performance. The parties hereto agree that Buyer would be irreparably damaged if for any reason Shareholder failed to perform any of his obligations under this Agreement, and that Buyer would not have an adequate remedy at law for money damages in such event. Accordingly, Buyer shall be entitled to specific performance and injunctive and other

equitable relief to enforce the performance of this Agreement by Shareholder. This provision is without prejudice to any other rights that Buyer may have against Shareholder for any failure to perform his obligations under this Agreement.

Section 6.4. Notices. All notices, requests, claims, demands and other communications hereunder shall be deemed to have been duly given when delivered in person, by cable, telegram or telex, or by registered or certified mail (postage prepaid, return receipt requested) to such party at its address set forth on the signature page hereto.

Section 6.5. Amendments. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto.

Section 6.6. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto; provided further that Buyer may assign its rights and obligations to any affiliate of Buyer without any such consent.

Section 6.7. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Maine without giving effect to the principles of conflicts of laws thereof.

Section 6.8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

VA ACQUISITION CORPORATION

By: _____
Name:
Title:

SHAREHOLDER:

Please Sign: _____

Print Name: _____

Number of Shares Owned: _____

NON-COMPETE AGREEMENT

THIS AGREEMENT, made as of June __, 2000, by and between Brunswick Technologies, Inc. a Maine corporation ("Corporation"), and _____, an individual residing in _____, _____ County, Maine ("Covenantor").

WHEREAS, contemporaneously with the negotiation of the mutually agreeable terms of this Agreement, VA Acquisition Corp., a Maine corporation ("Buyer"), has entered into a merger agreement under which Buyer would acquire control over the Corporation ("Merger Agreement") and contemporaneously with the negotiation of the mutually agreeable terms of this Agreement, Buyer has made enhancements in its earlier tender offer to acquire all of the stock of the Corporation ("Tender Offer").

WHEREAS, the Buyer desires to protect and preserve the business of, and the value of the stock in, the Corporation being purchased by it.

WHEREAS, the Covenantor has been actively engaged in a primary role in developing, expanding and managing various aspects of the business of the Corporation.

WHEREAS, the Corporation and Covenantor are currently bound by an existing Employment Agreement dated April 14, 2000 ("Employment Agreement").

WHEREAS, the Covenantor agrees that Buyer and Corporation are entitled to the fullest protection at law and in equity against competition or interference from Covenantor in the business of the Corporation in the geographical area and for the period of time hereinafter provided.

NOW THEREFORE, in consideration of the respective promises and agreements contained herein which have been negotiated at arm's length separately, but incident to and within the context of the Merger Agreement and the Tender Offer, Covenantor, intending to be legally bound hereby agrees as follows:

1. Non-Competition Covenant. Provided that no material default in any substantial obligation owed by the Corporation, or any affiliate of the Corporation, to Covenantor has occurred and has not been cured:

   a. Covenantor expressly covenants, warrants and agrees that for the separate consideration set forth in section 5 hereof he will not, during the time he remains an employee of the Corporation and for a period of eighteen months following the termination of his employment by the Corporation for any reason and whether voluntary or

involuntary, directly or indirectly, individually or as an officer, director, shareholder, employee, consultant, adviser, partner or co-venturer of or on behalf of anyone else, in association with any person, entity, firm or corporation, engage in any services for, or acquire any financial or

beneficial interest in, the operation of any business substantially similar to the business engaged in by the Corporation on the date of his termination, including without limitation thereof, the designing, manufacturing, distributing, marketing or selling of woven composite materials involving fiber glass or carbon fibers and engineered reinforcement fabrics used in the fabrication of composite materials, within any geographic area in which the Corporation is then operating its business; provided however, that this paragraph shall not be construed or interpreted so as to prohibit Covenantor from passively investing in a publicly-held company which may be engaged in such business activity so long as Covenantor's investment therein does not exceed more than 4.9% of such publicly-held company's outstanding debt or equity securities.

b. Covenantor further expressly covenants, warrants and agrees that for the same period of time he shall not directly or indirectly, nor in association with any person, entity, firm or corporation (i) divert or attempt to divert any business of, or any of the customers, suppliers or licensors of the Corporation in any manner which would create or constitute a breach under subsection (a) above, or (ii) hire or attempt to hire for any position or employment relating to any substantially similar business as engaged in by the Corporation on his date of termination, or encourage the resignation, of any employees of the Corporation for any reason.

c. The parties to this Agreement understand and agree, that if any portion of the covenants set forth in this Section 1 above are held to be unreasonable, arbitrary, against public policy or otherwise unenforceable, then that portion of those covenants shall be considered divisible as to their duration and geographic scope. The parties to this Agreement agree that if any court of competent jurisdiction determines that the specified duration or the specified geographical area of application of any covenant is unreasonable, arbitrary, against public policy or otherwise unenforceable, then a lesser time period, geographical area or both that is determined to be reasonable, non-arbitrary, not against public policy and enforceable shall be substituted. The parties to this agreement acknowledge that they are familiar with the present business of the Corporation and believe that the covenants as set forth in this Section 1 are presently reasonable with respect to their subject matter, duration and geographical application. The provisions of this Section 1 shall survive the termination or expiration of this Agreement.

2. Confidential and Proprietary Information. Covenantor

recognizes and acknowledges that the business, operations, methods, customer lists, licensing arrangements, trade secrets and other confidential or proprietary information of the Corporation are valuable, special and unique to the business of the Corporation. Covenantor expressly covenants, warrants and agrees that for the same periods of time set forth in subsection 1(a) he shall keep confidential any trade secrets, confidential or proprietary information of the Corporation which are now known, or which hereafter may become known, to Covenantor and he shall not, directly or

indirectly, disclose any such information to any person, firm or corporation other than the Corporation and its corporate affiliates. For purposes of this Section 2, "trade secrets, confidential or other proprietary information" shall mean information which is unique to the business of the Corporation and which has a significant business purpose and is not known or generally available from sources outside the Corporation or from typical industry practice, but shall not include information lawfully obtained from a source other than the Corporation or its corporate affiliates or otherwise in the public domain. The covenants and other provisions of this Section 2 shall survive the termination or expiration of this Agreement.

3. Specific Remedies. The parties acknowledge that a breach of this Agreement, and particularly a breach by Covenantor under Section 1 and/or 2 hereof, may cause substantial injury to the Corporation which may be irreparable and/or in amounts which are difficult or impossible to ascertain. Therefore, Covenantor covenants and agrees that in the event that he breaches this Agreement, and particularly Section 1 and/or 2 hereof, the Corporation shall have, in addition to all other remedies, the right to injunctive and other equitable relief. The provisions of this Section 3 shall survive the termination or expiration of this Agreement.

4. Fees and Cost of Enforcement. In the event that either party hereto shall be required to engage the services of an attorney at law to enforce such party's rights hereunder as a result of the breach of this Agreement by the other, then the party prevailing in such enforcement proceedings, as determined in the discretion of the Court, shall be entitled to recover from the other all costs of such proceeding including reasonable attorneys' fees and such prevailing party's expert witness fees whether or not such experts may have testified in any such proceedings.

5. Consideration. In consideration for the covenants contained in Sections 1 and 2 hereof, the Corporation has paid to Covenantor, in cash, receipt of which is hereby acknowledged, the sum of $25,000, less withholding taxes (if applicable).

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

7. No Third Party Rights. The parties hereto do not intend, and nothing in this Agreement shall be construed, to give any person other than the parties hereto and their respective successors and permitted assigns, any legal or equitable benefit, right, remedy or claim, and no person other than the parties hereto and their respective successors and permitted assigns shall have standing to assert the same.

8. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to any and all obligations between the parties with respect to the matters referred to herein. Further, with respect to the matters referred to herein except as expressly set forth herein, the parties make no representation, warranty, covenant or agreement, whether express or implied, of any kind whatsoever. In all other respects, the provisions of the Employment Agreement, to the extent not in conjunction with this Agreement, are ratified and confirmed. Notwithstanding the foregoing, this Agreement shall not supersede or affect any

Employee Confidentiality Agreement (Proprietary Data & Trade Secrets) by the Covenantor in favor of the Corporation, which shall continue in full force and effect.

9. Assignment. Covenantor specifically acknowledges and agrees that Corporation may assign this Agreement to one or more of its successors in interest, subsidiaries, parents, affiliates or any other person or organization controlling, controlled by or under common control with it, or to any other entity acquiring ownership of the Corporation or its business, and such assignment shall be binding upon Covenantor and enforceable against him by such assignee. Subject to the foregoing, the covenants and agreements contained herein shall enure to the benefit of and be binding upon the heirs, personal representatives, successors and permitted assigns of the parties hereto.

10. Notices. All notices, disclosures or other communications which are required or permitted hereunder shall be deemed sufficiently given by one party to another party only if in writing and if and when actually received if hand delivered personally or by a nationally recognized overnight delivery service, or international courier, which provides for a signed receipt, or by telecopy or telex when transmitted to the number specified in this Section and the appropriate answerback is received, or as of five business days after deposit in the United States mail in a sealed envelope, registered or certified, with postage prepaid, addressed as follows:

If to the Corporation:

Brunswick Technologies, Inc.
43 Bibber Parkway
Brunswick, Maine 04011
Attention:
Telephone:
Telecopy:

With required copies to:

VA Acquisition Corporation
750 E. Swedesford Road
Valley Forge, PA 19482
Attention: John R. Mesher, General Counsel
Telephone: (610) 341-7108
Telecopy: (610) 341-7087

Peter O. Clauss, Esquire
Pepper Hamilton LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
Telephone: (215) 981-4541
Telecopy: (215) 981-4750

If to Covenantor:

_____
_____
_____
Telephone: _____
Telecopy: _____

or to such other address or telecopy/telex number as shall have been previously designated by written notice in accordance with this Section.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by affixing their hands (and in the case of a corporate party the hand of its duly authorized officer) and seal the day and year first above written.

Brunswick Technologies, Inc.

By: _____

Title: _____

Witness: [Covenantor]

_____ _____(SEAL)
Name

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This Agreement of Amendment entered into as of the 12th day of June, 2000, by and between Brunswick Technologies, Inc. (hereinafter referred to as the "Corporation") and Martin S. Grimnes (hereinafter referred to as the "Executive"), amends that certain Employment Agreement between the Corporation and the Executive dated April 14, 2000 (the "Employment Agreement").

WHEREAS, this Agreement of Amendment has been entered into at the request of CertainTeed Corporation and VA Acquisition Corporation incident to that certain Merger Agreement between and among the Corporation, CertainTeed Corporation and VA Acquisition Corporation dated this 12th day of June, 2000 (the "Merger Agreement").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

FIRST: Section 1(b) of the Employment Agreement is hereby amended to delete the second sentence thereof.

SECOND: Section 4(b) of the Employment Agreement is hereby amended to delete the phrase to "stock option or" in the first sentence thereof and to add at the end of that first sentence the following phrase:

> "..., except for grants of options (or stock appreciation rights or similar equity based incentive rights) under the Corporation's stock option plans."

THIRD: Section 6(b) of the Agreement is amended by restating it in its entirety as follows:

"(b) Nothing contained in this Paragraph 6 shall be deemed to prevent or limit the right of Executive to invest in the capital stock or other securities of any business dissimilar from that of the Corporation."

FOURTH: Section 6(c) of the Agreement is amended by restating it in its entirety as follows:

"(c) In the event the Executive elects to terminate this Agreement at any time and for any reason, or if the Executive's employment is terminated for any reason during the first three years following a Change in Control, whether Hostile or Non-Hostile, provided that no material default in any substantial obligation owed by the Corporation, or any affiliate of the Corporation, to Executive has occurred and has not been cured:

> i. Executive expressly covenants, warrants and agrees that he will not, for a period of three years following the termination of his

employment, directly or indirectly, individually or as an officer, director, shareholder, employee, consultant, adviser, partner or co-venturer of or on behalf of anyone else, in association with any person, entity, firm or corporation, engage in any services for, or acquire any financial or beneficial interest in, the operation of any business substantially similar to the business engaged in by the Corporation on the date of his termination, including without limitation thereof, the designing, manufacturing, distributing, marketing or selling of woven composite materials involving fiber glass or carbon fibers and engineered reinforcement fabrics used in the fabrication of composite materials, within any geographic area in which the Corporation is then operating its business; provided however, that this paragraph shall not be construed or interpreted so as to prohibit Executive from passively investing in a publicly-held company which may be engaged in such business activity so long as Executive's investment therein does not exceed more than 4.9% of such publicly-held company's outstanding debt or equity securities.

ii. Executive further expressly covenants, warrants and agrees that for the same period of time he shall not directly or indirectly, nor in association with any person, entity, firm or corporation (A) divert or attempt to divert any business of, or any of the customers, suppliers or licensors of the Corporation in any manner which would create or constitute a breach under subsection (i) above, or (B) hire or attempt to hire for any position or employment relating to any substantially similar business as engaged in by the Corporation on his date of termination, or encourage the resignation, of any employees of the Corporation for any reason.

iii. The provisions of this Subsection 6(c) shall survive the termination or expiration of this Agreement."

FIFTH: In consideration for these amendments to the Employment Agreement, the Corporation will discharge and deliver to Executive, marked "Paid in Full", a certain promissory note from Executive to Corporation in the face amount of $125,000 dated March 22, 1999 which, as of May 31, 2000, had an outstanding balance of principal and interest of $112,482.34, within three business days following acceptance for payment by VA Acquisition Corporation of at least that number of Shares of the Corporation as satisfies the Minimum Condition, as defined in the Merger Agreement. Executive represents that such note constitutes the aggregate price, calculated at the Corporation's normal price to its distributors, of certain products of the Corporation purchased by Executive.

SIXTH: Executive agrees to assign to the Corporation a pending application for a thermoplastic process patent in the name of Executive.

Executive agrees to execute, at no additional charge to the Corporation, such documents as the Corporation may reasonably request

to effect the conveyance of such property rights and to effect the assignment of any related patent application(s) to the Corporation. In addition, Executive shall cooperate with the Corporation and provide such reasonable assistance as the Corporation may request in connection with the preparation and prosecution of any such patent application(s), and the Corporation shall reimburse Executive for all reasonable costs incurred by Executive in providing such assistance; provided that any such cooperation and assistance (other than the execution of documents to convey and assign such property rights to the Corporation) shall constitute consulting services under paragraph Seventh below, for which Executive shall be entitled to compensation to the extent provided in that paragraph and which shall be subject to the provisions of that paragraph.

SEVENTH: Executive agrees that he will perform consulting services for Compagnie de Saint-Gobain or any of its affiliates at its request during the period of six months following any termination of Executive's employment by Executive or by the Corporation (a) for up to a total of 45 days, without fee but with reimbursement for all expenses; and (b) thereafter, for a fee of $1,000 per day (or any portion thereof), plus expenses. Neither Compagnie de Saint-Gobain nor its affiliates shall be under any obligation to retain Executive to perform any such services.

EIGHTH: Corporation and Executive recognize that the acceptance for payment of the shares of the Corporation tendered pursuant to the offer described in the Merger Agreement will constitute a Hostile Change in Control under the Agreement, and that upon such acceptance the change in Executive's reporting responsibilities will constitute Good Reason for Executive's termination of his employment.

NINTH: These amendments shall become effective immediately, but shall become null and void if the Merger Agreement is terminated in accordance with its terms.

TENTH: In all other respects not inconsistent or in conflict with the terms and provisions of this Agreement of Amendment, all other provisions of the Employment Agreement are restated and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement of Amendment as of the day and year first herein above written.

BRUNSWICK TECHNOLOGIES, INC.

By: /s/ Alan M. Chesney

Title: Chief Financial Officer

Witness:

/s/ Martin S. Grimnes (SEAL)

Martin S. Grimnes

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