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Memorandum of Agreement

Owens-Illinois Glass Company, hereinafter referred to as "Seller", and Owens-Corning Fiberglas Corporation, hereinafter referred to as "Buyer", have this day agreed as follows:

1. During the term of this Agreement, Buyer will purchase from Seller and Seller will sell to Buyer, in accordance with the term and provisions of paragraphs 5 and 9 and Exhibit A of the Sales Agreem this day executed by the parties, a copy of which is attached hereto as Exhibit I and made a part hereof, and subject to the provisions of this Agreement, the following amounts of Kaylo Heat Insulating Product:

$1,800,000	during the period April 1, 1953 to December 31, 1953, and
$2,400,000	during each calendar year subsequent to 1953;

provided, however, that in the event that at any time or times the prices for Kaylo Heat Insulating Products shall be increased or decreased in accordance with the provisions of paragraph 6 hereof, the amounts hereinabove specified will be increased or decreased in the same proportion as such prices shall have been increased or decreased, prorated for the portion of the current period unexpired at the date of such price change. On or before the first day of each calendar quarter, Buyer will notify Seller in writing of the total amount of Kaylo Heat Insulating Products which it intends to purchase from Seller during such quarter.

2. The amounts of Kaylo Heat Insulating Products specified in paragraph 1 hereof are in addition to the amounts specified in paragraph 1 of the Sales Agreement of which Exhibit I is a copy.

3. Seller reserves the right to sell Kaylo Heat Insulating Products to other purchasers; and the amount of Kaylo Heat Insulating Products sold by Seller to such other purchasers during any calendar year may, at option of Seller, be credited, in whole or in part, against Seller's obligation to sell during that period the amount specified in paragraph 1 hereof.

4. As used in this Agreement the term "Kaylo Heat Insulating Products" means only those heat insulating products listed in Exhibit A of Exhibit I hereto.

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5. The prices for Kaylo Heat Insulating Products set forth in Exhibit A of Exhibit I will remain in effect until October 1, 1953, and thereafter until increased or decreased in accordance with the provisions of paragraph 6 hereof.

6. Seller may increase or decrease the prices to Buyer for Kaylo Heat Insulating Products on October 1, 1953, and on the first day of any subsequent calendar quarter, by giving notice in writing to Buyer of such increase or decrease at least fifteen (15) days prior thereto. Buyer may, by giving notice in writing to Seller at any time within thirty (30) days after receipt of notice from Seller of a price increase terminate this Agreement six (6) months after the effective date of such price increase.

7. If, by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, lack of material, lack of facilities, Act of God or of any public enemy, voluntary or involuntary compliance with any valid or invalid order, regulation, request or recommendation of any government agency or authority, lack of transportation facilities or other cause beyond the control of Seller or Buyer, respectively, whether or not of the kind hereinbefore specified, Seller or Buyer shall be unable to perform, or is delayed in the performance of, any obligation under this Agreement, such nonperformance or delay shall be excused.

8. Buyer will offer its standard form of distributor-applicator contract to all of Seller's existing distributor-applicators. Where such a standard form of contract is accepted by any such distributor-applicator, Buyer will service all orders, unfilled at the time of such acceptance, placed with Seller by such distributor-applicator, and will, within thirty (30) days after receipt of notice from Seller of shipment on any such order, remit to Seller one hundred seven and one-half per cent (107-1/2%) of the purchase price set forth in Exhibit A of Exhibit I hereto, together with the amount of freight, if any, prepaid by Seller on said shipments.

9. Unless sooner terminated in accordance with the provisions of paragraphs 6, 10, 11 or 13 hereof, this Agreement shall remain in full force and effect until January 1, 1959. Except as otherwise provided in paragraph 12 hereof, the giving of any notice of termination shall not, prior to the effective date of such termination, relieve Buyer from its obligation to purchase, or relieve Seller from its obligation to sell, the amount of Kaylo Heat Insulating Products set forth in paragraph 1 hereof, and any termination shall be without prejudice to any other remedy or remedies which either party may have against the other for any breach of this Agreement.

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10. Either party may at its option terminate this Agreement effective at the end of any calendar month by giving notice in writing to the other party at least one (1) year prior to the effective date of such termination.

11. In the event that Seller determines to discontinue the manufacture of Kaylo Heat Insulating Products, Seller may terminate this Agreement effective at the end of any calendar month by giving notice in writing to Buyer at least six (6) months prior to the effective date of such termination.

12. In the event that Buyer shall give notice to Seller of termination of this Agreement pursuant to the provisions of paragraph 6 hereof, or in the event that Seller shall give notice to Buyer of termination of this Agreement pursuant to the provisions of paragraph 11 hereof, Buyer, at its option, may elect to be relieved of its obligation to purchase, during the six (6) months immediately preceding the effective date of such termination, Kaylo Heat Insulating Products in the amounts prescribed in paragraph 1 hereof, by giving notice of such election within thirty (30) days after notice of such termination. In the event that Buyer elects, as herein provided, to be relieved of its obligation to purchase the amounts so prescribed, Seller shall be relieved of its obligation to sell the amounts so prescribed.

13. In the event that the Sales Agreement, copy of which is attached hereto as Exhibit I, is terminated by either party thereto, this Agreement shall automatically be terminated effective the same date.

14. The right of each party to require strict performance of the other party's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

15. Any civil action against Seller arising out of this Agreement or by reason of any sale hereunder, or by reason of any federal or state statutory provision relating thereto, shall be commenced within one (1) year from the date such cause of action arises; otherwise the same shall be barred, notwithstanding any statutory period of limitations to the contrary.

16. This contract is not assignable by Buyer except with the written consent of Seller.

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Owens-Illinois and Owens-Corning Fiberglas Agreements for the Sale of Kaylo (1953)
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17. The entire agreement of the parties is contained herein. There is no warranty, agreement, or understanding, express, statutory or implied, either in fact or in law, with reference to or a part of this Agreement, except such as is set forth herein. Except as otherwise provided herein, no change or alteration of this Agreement shall be effective unless the same is in writing and signed by both parties.

18. This Agreement shall be binding upon the parties, their successors and assigns, and shall be construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed in the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed as of April 1, 1953, this 20th day of March, 1953.

OWENS-ILLINOIS GLASS COMPANY

Attest:

By _____

By _____
Exec. Vice-Pres.

OWENS-CORNING FIBERGLAS CORPORATION

Attest:

By _____

By _____
Vice-Pres.

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Sales Agreement

Owens-Illinois Glass Company, hereinafter referred to as "Seller", and Owens-Corning Fiberglas Corporation, hereinafter referred to as "Buyer", have this day agreed as follows:

1. During the term of this Agreement, Buyer will purchase from Seller and Seller will sell to Buyer, subject to the provisions of this Agreement, the following amounts of Kaylo Heat Insulating Products:

$ 750,000	during the period April 1, 1953 to December 31, 1953, and
$1,000,000	during each calendar year subsequent to 1953;

provided, however, that in the event that at any time or times the prices for Kaylo Heat Insulating Products shall be increased or decreased in accordance with the provisions of paragraph 4 hereof, the amounts hereinabove specified will be increased or decreased in the same proportion as such prices shall have been increased or decreased, prorated for the portion of the current period unexpired at the date of such price change. On or before the first day of each calendar quarter, Buyer will notify Seller in writing of the total amount of Kaylo Heat Insulating Products which it intends to purchase from Seller during such quarter.

2. As used in this Agreement the term "Kaylo Heat Insulating Products" means only those heat insulating products listed in Exhibit A, attached hereto and made a part hereof.

3. The prices for Kaylo Heat Insulating Products set forth in Exhibit A will remain in effect until October 1, 1953, and thereafter until increased or decreased in accordance with the provisions of paragraph 4 hereof.

4. Seller may increase or decrease the prices to Buyer for Kaylo Heat Insulating Products on October 1, 1953, and on the first day of any subsequent calendar quarter, by giving notice in writing to Buyer of such increase or decrease at least fifteen (15) days prior thereto. Buyer may, by giving notice in writing to Seller at any time within thirty (30) days after receipt of notice from Seller of a price increase terminate this Agreement six (6) months after the effective date of such price increase.

5. All orders for Kaylo Heat Insulating Products placed by Buyer and accepted by Seller will be at the prices in

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effect at the time of shipment by Seller and will be subject to the terms set forth in Exhibit A and the following terms and conditions;

(a). Prices shall be F.O.B. plant of manufacture. In the event that Seller prepays the freight on any shipment, Buyer will reimburse Seller the full amount thereof. Title and possession shall pass to Buyer on delivery of product to the carrier consigned to Buyer or Buyer's customer.

(b) In the event of a price increase, the Buyer may, within thirty (30) days after receipt of notice thereof, request price protection on specific outstanding contracts and outstanding contract proposals. Shipments with protected prices must be made within sixty (60) days of effective date of price increase.

(c) Orders and shipping instructions will be given by Buyer reasonably in advance of desired delivery dates and, subject to the other provisions herein stated, Seller will make shipments as nearly as possible in accordance with such shipping instructions as shipping facilities and Seller's scheduling and facilities of manufacture permit. Seller's failure to meet shipping instructions will not be deemed a breach of this Agreement.

(d) Seller warrants that all Kaylo Heat Insulating Products sold to Buyer pursuant to this Agreement will meet Seller's performance specifications in effect at the time of sale. Seller will furnish Buyer a copy of said performance specifications currently in effect and of each revision thereof.

(e) Buyer shall, within ninety (90) days after shipment of any products covered by this Agreement, give written notice to Seller of any claim for errors, shortages, imperfections, deficiencies or any failure of the products to conform with the terms of this Agreement. Buyer's failure to give such notice within such time or Buyer's failure to give Seller an opportunity to make an adequate investigation, either by on the spot inspection or by having the products returned to Seller, shall constitute a waiver by Buyer of all claims with respect thereto. Any advice or assistance furnished by Seller in respect of installation or use of the products are purely gratuitous and without consideration, and Seller shall have no liability by reason thereof. Seller shall not be liable for any breach of this Agreement in any amount in excess of the agreement price for the products with respect to which such breach occurs and Seller shall not be liable in any event for special or consequential damages; and Buyer

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shall include this same limitation upon the amount of Seller's liabilities in contracts effecting all resales by Buyer to third persons and Buyer shall indemnify and save Seller harmless from any liabilities arising from Buyer's failure so to contract in making resales.

(f) All claims made by Buyer against Seller in accordance with subparagraph (e) hereof shall be subject to approval by Seller. In the event that Buyer disagrees with Seller's disposition of any such claim, Buyer may by giving notice in writing to Seller within thirty (30) days after receipt of notice of Seller's disposition of such claim, require the same to be submitted to arbitration in Lucas County, Ohio, in accordance with the Ohio Arbitration Act, by three (3) arbitrators appointed as follows: Seller and Buyer shall each appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall appoint a third arbitrator. In the event that the arbitrators appointed by Seller and Buyer shall be unable within thirty (30) days to agree upon the appointment of the third arbitrator, the Court of Common Pleas of Lucas County, Ohio, may, upon application of either party hereto, appoint the third arbitrator. The decision in writing of a majority of the arbitrators will be final and binding upon both parties.

6. If, by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, lack of material, lack of facilities, Act of God or of any public enemy, voluntary or involuntary compliance with any valid or invalid order, regulation, request or recommendation of any government agency or authority, lack of transportation facilities or other cause beyond the control of Seller or Buyer, respectively, whether or not of the kind hereinbefore specified, Seller or Buyer shall be unable to perform, or is delayed in the performance of, any obligation under this Agreement, such nonperformance or delay shall be excused.

7. In the event that Seller shall be unable to fill all orders for Kaylo Heat Insulating Products placed both by Buyer and by other customers of Seller, Seller shall prorate shipments to Buyer and such other customers on an equitable basis.

8. Orders placed by Buyer for Kaylo insulating products not specifically listed and priced in Exhibit A will be subject to approval by Seller in each case and will be subject to such prices and shipping dates as may be set forth in such approval.

9. All sales and advertisements of Kaylo Heat Insulating Products shall be under Seller's trade name and trade mark "Kaylo". In using Seller's trade name and mark, Buyer will indicate that the products sold or advertised are manufactured by Seller and

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will give notice that Seller's trademark is registered by displaying with the mark as used the letter "R" enclosed within a circle. Buyer's right to use Seller's trade name and mark shall be limited to the advertisement and sale of products manufactured by Seller and sold to Buyer pursuant to this Agreement and such right shall terminate upon the termination of this Agreement.

10. Unless sooner terminated in accordance with the provisions of paragraphs 4, 11, or 12 hereof, this Agreement shall remain in full force and effect until January 1, 1959. Except as otherwise provided in paragraph 13 hereof, the giving of any notice of termination shall not, prior to the effective date of such termination, relieve Buyer from its obligation to purchase, or relieve Seller from its obligation to sell, the amount of Kaylo Heat Insulating Products set forth in paragraph 1 hereof, and any termination shall be without prejudice to any other remedy or remedies which either party may have against the other for any breach of this Agreement.

11. Either party may at its option terminate this Agreement effective at the end of any calendar month by giving notice in writing to the other party at least one (1) year prior to the effective date of such termination.

12. In the event that Seller determines to discontinue the manufacture of Kaylo Heat Insulating Products, Seller may terminate this Agreement effective at the end of any calendar month by giving notice in writing to Buyer at least six (6) months prior to the effective date of such termination.

13. In the event that Buyer shall give notice to Seller of termination of this Agreement pursuant to the provisions of paragraph 4 hereof, or in the event that Seller shall give notice to Buyer of termination of this Agreement pursuant to the provisions of paragraph 12 hereof, Buyer, at its option, may elect to be relieved of its obligation to purchase, during the six (6) months immediately preceding the effective date of such termination, Kaylo Heat Insulating Products in the amounts prescribed in paragraph 1 hereof, by giving notice of such election within thirty (30) days after notice of such termination. In the event that Buyer elects, as herein provided, to be relieved of its obligation to purchase the amounts so prescribed, Seller shall be relieved of its obligation to sell the amounts so prescribed.

14. The right of each party to require strict performance of the other party's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

15. Any civil action against Seller arising out of this Agreement or by reason of any sale hereunder, or by reason of any federal or state statutory provision relating thereto,

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shall be commenced within one (1) year from the date such cause of action arises; otherwise the same shall be barred, notwithstanding any statutory period of limitations to the contrary.

16. This Agreement is not assignable by Buyer except with the written consent of Seller.

17. The entire agreement of the parties is contained herein. There is no warranty, agreement, or understanding, express, statutory or implied, either in fact or in law, with reference to or a part of this Agreement, except such as is set forth herein. Except as otherwise provided herein, no change or alteration of this Agreement shall be effective unless the same is in writing and signed by both parties.

18. This Agreement shall be binding upon the parties, their successors and assigns, and shall be construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed in the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of April 1, 1953, this 20th day of March, 1953.

OWENS-ILLINOIS GLASS COMPANY

Attest:

By _____

By _____ Exec. Vice-Pres

OWENS-CORNING FIBERGLAS CORPORATION

Attest:

By _____

By _____ Vice-Pres

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EXHIB. 'A" OF SALES AGREEMENT

OWENS-ILLINOIS GLASS COMPANY

KAYLO SECTIONAL PIPE INSULATION

Net Billing Prices - F.O.B. Berlin, N.J.

Terms Net 30 Days

Nominal Pipe Sizes-Inches	Nominal Thickness of Insulation & Prices per Lineal Foot				
	1"	1-1/2"	2"	2-1/2"	3"
1/2	$ .142	$ .297	$ .485	$ .646	$ .775
3/4	.155	.317	.517	.679	.873
1	.175	.336	.550	.711	.904
1-1/4	.194	.362	.581	.743	.937
1-1/2	.214	.388	.614	.775	1.00
2	.233	.413	.646	.808	1.06
2-1/2	.258	.452	.679	.873	1.13
3	.291	.491	.743	.969	1.23
3-1/2	.323	.530	.808	1.06	1.32
4	.388	.568	.873	1.16	1.42
4-1/2	.420	.607	.937	1.26	1.52
5	.452	.646	1.00	1.36	1.62
6	.517	.711	1.10	1.45	1.75
7	x	.775	1.19	1.55	1.88
8	x	.873	1.29	1.65	2.04
9	x	.969	1.42	1.81	2.20
10	x	1.06	1.55	1.97	x
11	x	1.13	1.65	x	x
12	x	1.19	x	x	x

Note:

(1) Prices listed are for single layer only.
(2) Double layer prices are the sum of the prices for the two single layer sizes used.
(3) Prices include standard canvas jackets and 2-1/2 aluminum bands per 3 ft. section up to and including 2-1/2" thicknesses. No allowance is made for omission of canvas jackets or bands.
(4) Extra charge for special canvas jackets.
(5) Extra charge for any canvas jackets on covering over 2-1/2" thickness.

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EXHIBIT "A" OF SALES AGREEMENT

OWENS-ILLINOIS GLASS COMPANY

KAYLO BEVELED LAG PIPE INSULATION

Net Billing Prices - F.O.B. Berlin, N.J.

Terms Net 30 Days

Nominal Pipe Sizes-Inches	Nominal Thickness of Insulation & Prices per Lineal Foot			
	1-1/2"	2"	2-1/2"	3"
10	$1.02	$1.48	$1.88	$2.25
11	1.08	1.57	1.97	2.41
12	1.14	1.66	2.10	2.53
14	1.29	1.85	2.35	2.84
15	1.39	1.94	2.47	3.00
16	1.45	2.04	2.59	3.14
17	1.54	2.13	2.72	3.30
18	1.60	2.22	2.84	3.45
19	1.70	2.35	2.97	3.58
20	1.76	2.47	3.09	3.70
21	1.85	2.56	3.20	3.86
22	1.91	2.66	3.33	4.01
23	1.97	2.72	3.45	4.17
24	2.04	2.78	3.55	4.32
26	2.19	3.00	3.82	4.63
27	2.25	3.11	3.95	4.75
28	2.32	3.17	4.10	4.91
30	2.47	3.39	4.29	5.18
32	2.66	3.64	4.57	5.61
33	2.72	3.73	4.69	5.67
34	2.81	3.86	4.82	5.86
36	2.97	4.04	5.06	6.14

Note:

(1) Prices listed are for single layer only.
(2) Double layer prices are the sum of the prices for the two single layer sizes used.
(3) Extra charge for any canvas or bands.

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EXHIBIT "A" OF SALES AGREEMENT

OWENS-ILLINOIS GLASS COMPANY

KAYLO HEAT INSULATING BLOCK

Net Billing Prices - F.O.B. Berlin, N.J.

Terms Net 30 Days

Thickness-Inches	Prices per Square Foot
1	$.173
1-1/4	.219
1-1/2	.260
1-3/4	.305
2	.346
2-1/4	.392
2-1/2	.433
2-3/4	.478
3	.519

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EXHIBIT "A" OF SALES AGREEMENT

OWENS-ILLINOIS GLASS COMPANY

KAYLO HEAT INSULATION EXTRA CHARGES

Additions to Net Billing Prices

	% Addition to Billing Price
Standard Canvas for Sectional Covering Over 2-1/2" Thickness	4.5%
6 oz. Canvas for All Sizes and Thicknesses	9.0
8 oz. Canvas for All Sizes and Thicknesses	13.5
Laminated Products	7.5
LCL Orders	$2.00 each
Special Shapes, Sizes and Thicknesses	Quotation
Weathercoating	Quotation

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