PLAINTIFF'S EXHIBIT

UC-5256

HARRISONS & CROSFIELD (PACIFIC) INC.

1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333

TELEX 335 386

WAREHOUSE STOCKS:
LOS ANGELES
EMERYVILLE
SAN FRANCISCO
PORTLAND
SEATTLE

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31, 1975

Mr. William Bartel
Gilsonite Inc.
P.O. Box 11242
Portland, Oregon 97211

Dear Mr. Bartel:

To confirm our various discussions, we shall sell to you, and you shall purchase "Calidria: asbestos SG-210 (hereinafter referred to as "material") under the terms and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a Minimum of 60 tons of material shall be nade to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to sppply additional material from time to time if requested by gou.

2. The terms of this agreement shall commence on September 1, 1975 and shall terminate on December 31, 1976 and shall be renewable annually thereafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by giving you written notice thereof. Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the written notice; provided, however, that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice: and if you, within fifteen (15) days thereafter we do not agree to meet said lower price, you will have the right within ten (10) days thereafter to terminate this agreement by giving us not less than ten (10) days' prior written notice.

PLF L

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ACL Doc 19736 · Page 1 of 16
asbestosclaims.law/library/19736/1

HARRISONS & CROSFIELD (PACIFIC) INC.

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1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333
TELEX 335 386

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

Mr. Bartel:

This offer shall terminate within 10 days after the date hereof if we have not received the duplicate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours,

HARRISONS & CROSFIELD (PACIFIC) INC.

BY_____

Title_____

Date_____

Agreed to end Accepted:

GILSONITE INC.

By_____

Title_____

Date_____

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ACL Doc 19736 · Page 2 of 16
asbestosclaims.law/library/19736/2

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HARRISONS & CROSFIELD (PACIFIC) INC.
1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333
TELEX 335 386

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31. 1975

Hr. John T. March
Intercoastal Corporation
One Tara Court
Union City, Ca. 94544

Dear Mr. March:

To confirm our various discussions. we shall sell to you. and you shall purchase "Calidria" asbestos SG-210 (hereinafter referred to as "material") under the Terms and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a Minimum of 95 tons of material shall be made to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to supply additional material from time to time if requested by your.

2. The term of this agreement shall commence on September 1, 1975 and shall terminate on December 31, 1976 and shall be renewable annually thereafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by giving you written anotice thereof. Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the written notice; provided, however. that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice: and if you. vithin fifteen (15) days thereafter ve do not agree to meet said lover price, you will have the right vithin ten (10) days thereafter to terminate this agreement by giving us not less than ten (10) days' prior written notice.

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(SAN FRANCISCO AREA 415) 658-8333
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WAREHOUSE STOCKS:
LOS ANGELES
EMERYVILLE
SAN FRANCISCO
PORTLAND
SEATTLE

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31, 1975

MR. MARCH:

This offer shall terminate within 10 days after the date hereof it we have not received the duplicate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours,

HARRISONS & CROSFIELD (PACIFIC) INC.

By_____

Title Sales Manager

Date_____

Agreed to and Accepted:

INTERCOASTAL CORPORATION

By_____

Title_____

Date_____

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asbestosclaims.law/library/19736/4

USE STOCKS:
LOS ANGELES
EMERYVILLE
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HARRISONS & CROSFIELD (PACIFIC) INC.
1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333
TELEX 335 386

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31, 1975

Mr. Douglas Merrill
Paco Textures
1057 Commercial St.
San Carlos. Ca. 94070

Dear Mr. Merrill:

To confirm our various discussions, we shall sell to you, and you shall purchase "Calidria" asbestos SG-210 (hereinafter referred to as "material") under the Term and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a minimum of 80 tons of material shall be made to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to supply additional material from time to time if requested by you.

2. The term of this agreement shall commence on September 1, 1975 and shall terminate on December 31, 1976 and shall be renewable annually thareafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by giving you written notiae thereof. Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the Written notice; provided, however. that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice: and if you, within fifteen (15) days thereafter we do not agree to meet said lower price, you will have the right within ten (10) days thereafter to terminate this agreement by giving us not less than ten (10)days' prior written notice.

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HARRISONS & CROSFIELD (PACIFIC) INC.

1401 PARK AVENUE

EMERYVILLE, CALIFORNIA 94608

(SAN FRANCISCO AREA 415) 658-8333

TELEX 335 386

WAREHOUSE STOCKS:
LOS ANGELES
EMERYVILLE
SAN FRANCISCO
PORTLAND
SEATTLE

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

This offer shall terminate within 10 days after the date hereof if we have not received the duplicate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours,

HARRISONS & CROSFIELD (PACIFIC) INC.

BY_____

Title Sales Manager

Date _____

Agreed to and Accepted:

PACO TEXTURES

By_____

Title_____

Date_____

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WAREHOUSE STOCKS:
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HARRISONS & CROSFIELD (PACIFIC) INC.
1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333
TELEX 335 386

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31, 1975

Mr Rich Watkins
Rich-Tex
777 Market
Richmond, Ca.

Dear Mr. Watkins:

to confirm our various discussions, we shall sell to you, and you shall purchase "Calidria" asbestos SG-210 (hereinafter referred to as "material") under the Terms and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a minimum of 75 tons of material shall be made to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to supply additional material from time to time if requested by you.

2. The term of this agreement shall commence on September 1. 1975 and shall terminate on December 31, 1976 and shall be renewable annually thrreafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by giving you written notice thereof. Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the written notice; provided, however. that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice: and if you, within fifteen (15) days thereafter we do not agree to meet said lower price, you will have the right within ten (10) days thereafter to terminate this agreement by giving us not less than ten (10) days' prior written notice.

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REHOUSE STOCKS:
LOS ANGELES
EMERYVILLE
SAN FRANCISCO
PORTLAND
SEATTLE

HARRISONS & CROSFIELD (PACIFIC) INC.
1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333
TELEX 335 386

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

Mr. Watkins:

This offer shall terminate within 10 days after the date hereof if we have not received the dupliaate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours,

HARRISONS 6 CROSFIELD (PACIFIC) INC.

By_____

Title Sales Manager

Date_____

Agreed to and Accepted:

RICH-TEX

By_____

Title_____

Date_____

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HARRISONS & CROSFIELD (PACIFIC) INC.

WAREHOUSE STOCKS:
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EMERYVILLE
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PORTLAND
SEATTLE

1401 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608
(SAN FRANCISCO AREA 415) 658-8333
TELEX 335 386

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31, 1975

Mr. Ralph Grigg
Kaiser Gypsum Company
300 Lakeside Drive
Oakland, Ca. 94666

Dear Mr Grigg:

To confirm our various discussions, we shall sell to you, and you shall purchase "Calidria: asbestos SG-210 (hereinafter referred to as "material") under the Terns and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a Minimum of 60 tons of material shall be made to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to supply additional material from time to time if requested by You.

2. The terms of this agreement shall commence on September 1, 1975 and shall terminate on December 31, 1976 and shall be renewable annually thereafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by givinggyou written notice thereof. Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the written notice; provided. however, that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice; and if you, within fifteen (15) days thereafter ve do not agree to meet said lover price, you will have the right within ten (10) days thereafter to terminate this agreement by giving us not less than tan (10) days' prior written notice.

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HARRISONS & CROSFIELD (PACIFIC) INC.

1401 PARK AVENUE
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(SAN FRANCISCO AREA 415) 658-8333

TELEX 335 386

WAREHOUSE STOCKS:
LOS ANGELES
EMERYVILLE
SAN FRANCISCO
PORTLAND
SEATTLE

OFFICES:
SAN MARINO
(LOS ANGELES)
EMERYVILLE
(SAN FRANCISCO)

July 31, 1975

MR. RALPH GRIGG

This offer shall terminate within 10 days after the date hereof if we have not received the duplicate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours.

HARRISONS & CROSFIELD (PACIFIC) INC.

By_____

Title Sales Manager

Date_____

Agreed to and Accepted:

KAISER GYPSUM COMPANY

By_____

Title_____

Date_____

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HARRISONS & CROSFIELD (PACIFIC) INC.

TELEX: 68 5560
CABLE ADDRESS: "STONECROP" NEWPORT BEACH

4000 BIRCH STREET
NEWPORT BEACH, CALIFORNIA 92660
AREA CODE (714) 833-0442

Rich Tex : 75 Ton Mr Rich Watkins
Paco Tex : 80 Ton Mr Douglas Merrill
Intercoastal: 95 Ton Mr John T. March
Gilsonite : 60 Ton Mr Wm. Bartel
Wilsonite 50 Ton Mr. Ralph Ferguson?

July 28, 1975

RECEIVED
JUL 29 1975
H & C San Francisco

Mr. C. V. Shock, Purchasing Agent
United States Gypsum Company
P. O. Box 2204
Santa Fe Springs, Ca. 90670

Dear Mr. Shock:

To confirm our various discussions, we shall sell to you, and you shall purchase "Calidria" asbestos SG-210 (hereinafter referred to as "material") under the Terms and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a minimum of 352 tons of material shall be made to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to supply additional material from time to time if requested by you.

2. The term of this agreement shall commence on September 1, 1975 and shall terminate on December 31, 1976 and shall be renewable annually thereafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by giving you written notice thereof. Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the written notice; provided, however, that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice; and if you, within fifteen (15) days after said notice, furnish us evidence that you can purchase asbestos from a responsible seller of the same quality, under similar conditions and at a lower delivered price, and if, with fifteen (15) days thereafter we do not agree to meet said lower price, you will have the right within ten (10) days thereafter to terminate this agreement by giving us not less than ten (10) days' prior written

L-11

HARRISONS & CROSFIELD (PACIFIC) INC.

4000 BIRCH STREET
NEWPORT BEACH, CALIFORNIA 92660
AREA CODE (714) 833-0442

TELEX: 68 5560
CABLE ADDRESS: "STONECROP" NEWPORT BEACH

Mr. C. V. Shock

July 28, 1975

This offer shall terminate within 10 days after the date hereof if we have not received the duplicate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours,

HARRISONS & CROSFIELD (PACIFIC) INC.

By_____

Title Executive Vice President

Date_____

Agreed to and Accepted:

United States Gypsum Company

_____

Title_____

Date_____

W. Jackson: bjb
Attachment

RECEIVED
JUL 29 1975
H & C San Francisco

1-12

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Calidria ASBESTOS

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N. Y. 14302 • TEL: 716-278-3376

UNION CARBIDE
THE DISCOVERY COMPANY

July 23, 7975

Mr. K. J. Lebeis
Harrisons & Crosfield (Pacific) Inc.
4000 Birch Street
Newport Beach, CA 92660.

RECEIVED
JUL 30 1975
H & C San Francisco

Dear Mr. Lebeis:

To confirm our various discussions, we shall sell to you, and you shall purchase "Calidria" asbestos SG-210 (hereinafter referred to as "material") under the Terms and Conditions contained in Exhibit A attached hereto and under the following provisions:

1. Delivery of a minimum of 1000 tons of material shall be made to you during the term of this agreement in approximately equal monthly installments. We will use our best efforts to supply additional material from time to time if requested by you.

2. The term of this agreement shall commence on September 1, 1975 and shall terminate on December 31, 1976 and shall be renewable annually thereafter by mutual agreement.

3. We will have the right to increase or decrease the prices set forth herein by giving you written notice thereof, Said increase or decrease shall be effective as to all deliveries made on and after the date specified in the written notice; provided, however, that in the case of an increase: the effective date shall not be less than thirty (30) days after said notice; and if you, within fifteen (15) days after said notice, furnish us evidence that you can purchase asbestos from a responsible seller of the same quality, under similar conditions and at a lower delivered price, and if, with fifteen (15) days thereafter we do not agree to meet said lower price, you will have the right within ten (10) days thereafter to terminate this agreement by giving us not less than ten (10) days' prior written notice.

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This offer shall terminate within 15 days after the date hereof if we have not received the duplicate copy of this letter signed by you indicating your agreement and acceptance.

Very truly yours,

UNION CARBIDE CORPORATIDN

By John L. Myers

Title Marketing Manager

Date 7/24/75

Agreed to and Accepted:

Harrisons E Crosfield (Pacific) Inc.

By _____

Title _____

Date _____

J.L.Myers:cjb
Attachment

L-14

EXHIBIT A

TERMS AND CONDITIONS

1. In addition to the purchase price, Buyer shall pay Seller the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that Seller may be required to pay with respect to the production, sale or transportation of material delivered hereunder, except where the law otherwise provides.

2. Seller warrants that at the time of delivery the material will be of the Seller's standard specifications for the type and grade of the material described herein (unless otherwise specified herein) and will conform to the description thereof on the face of this document. THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS PARAGRAPH 2. NO WARRANTIES BY SELLER OTHER THAN A WARRANTY OF TITLE AS PROVIDED BY THE UNIFORM COMMERCIAL CODE SHALL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY AND A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

3. Buyer's receipt of material delivered hereunder shall be an unqualified acceptance of, and a waiver by Buyer of any and all claims (including, but not limited to, claims arising under the express warranties specified in Paragraph 2) with respect to. such material unless Buyer gives Seller written notice of claim within thirty (30) days after such receipt; the damages available in such instance shall be limited to that provided in Paragraph 4.

4. Buyer assumes all risks and liability for use of the material; has full knowledge of all hazards to persons and property involved in handling and using the material; and warrants that employees, independent contractors, and others who handle and use the material for Buyer have been advised of all hazards to persons and property involved in handling and using the material. Buyer hereby assumes and agrees to hold Seller harmless from all liability resulting from the use of the material, whether or not such is in combination with other articles or substances or is used in any manufacturing process. No claim against Seller of any kind, whether as to the material delivered or for nondelivery, and whether or not based on negligence or warranty, shall be greater in amount than the purchase price of the material with respect to which such claim is made. In no event shall Seller be liable *to* Buyer for any special, indirect or consequential damages, whether or not caused by or resulting from the negligence of, or breach of warranty by, Seller hereunder.

5. In the event Buyer fails to fulfill.Seller's terms *of* payment for the material or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries of material except upon receipt of cash or satisfactory security.

continued .....

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6. Neither party shall be liable for its failure to perform hereunder due to any occurrence beyond its reasonable control, including acts of God, fires. floods, wars:' sabotage, accidents, labor disputes or shortages, governmental law, ordinances, rules and regulations, whether valid or invalid (including, but not 'limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, electrical power, equipment or transpgrtation, any other similar or different occurrence. The party whose performqnce is prevented by any such occurrence shall have the right to omit during the period of such occurrence all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable hereunder shall be reduced by the quantity so omitted. If, due to any such occurrence, Seller is unable to supply the total demands for any materials hereunder, Seller shall have the right to allocate its available supply among its customers and its departments and divisions in such a manner as Seller shall deem fair and equitable. In no event shall Seller be obligated to purchase material from others in order to enable it to supply material to Buyer hereunder.

7. Unless otherwise specified by Seller herein. Seller's prices in effect at time of shipment will govern and payment shall be made within thirty (30) days from date of Seller's invoice.

8. Unless otherwise specified by Seller herein, delivery shall be made f.o.b. Seller's plant or warehouse and title and risk of loss of material so delivered shall thereupon pass to Buyer.

9. The validity, interpretation and performance of the terms hereof with respect to any material delivered (or to be delivered) hereunder shall be governed by the law of the State in which such material is (or is to be) manufactured; or in the event that material manufactured in several states is involved herein, such governing law shall be the law of the State in which the majority of such material, determined by invoice price, is (or is to be) manufactured.

10. No modification or waiver of the terms hereof shall be binding upon Seller unless approved in writing by a duly authorized representative of Seller, or shall be effected by the acknowledgment or acceptance of purchase order forms containing other or different terms whether or not signed by an authorized representative of Seller.

11. It is expressly understood that any technical advice furnished by Seller with reference to the use of material is given gratis and Seller assumes no obligation of liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

12. Buyer shall protect and indemnify Seller from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States or any trade mark, directly or indirectly, arising out of or resulting from Seller's compliance with drawings, specifications or instructions furnished by Buyer to Seller, and Buyer shall defend or settle at its own expense any suit or proceeding brought against Seller for such infringement, provided that Buyer is notified promptly in writing of the comnencement of such suit or proceeding and is given authority, information and assistance by Seller for the defense or settlement thereof.

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