

SUB-CONTRACT

Sub-Contract No. 7128-2371
April 8, 1970

This Sub-Contract is made pursuant to a Contract between Armco Steel Corporation (hereinafter called "Owner"), and Kaiser Engineers, Inc. (hereinafter called "Contractor"), Agent for Armco Steel Corporation whereby Contractor agreed with Owner to furnish engineering, construction and other services relating to the Expansion and Modernization Program at Owner's Middletown Works, Middletown, Ohio.

Contractor and OWENS-CORNING FIBERGLAS CORPORATION (hereinafter called "Sub-Contractor"), hereby agree that the following work shall be performed by Sub-Contractor for the compensation and upon the terms and conditions hereinafter set forth on Face Sheets A & B of the Sub-Contract and including Articles 1 thru 37 of the General Terms and Conditions attached and made a part of this Sub-Contract.

WORK TO BE PERFORMED: Furnish all labor, supervision, materials, supplies, (except as provided for in Exhibit B hereof), equipment, and transportation, and do all things necessary to furnish and install thermal insulation on supply air ductwork from HVAC-6 to diffusers for B.O.F. Facility, at Owner's Middletown, Ohio works, all in strict accordance with Exhibit A, all such work being hereinafter sometimes called "The Work".

PLANS, DRAWINGS AND/OR SPECIFICATIONS: Attached as Exhibit A and by this reference made a part hereof.

ITEMS TO BE SUPPLIED BY CONTRACTOR: As per list attached marked Exhibit B, and by this reference made a part hereof.

LOCATION OF WORK: Armco Steel Corporation - Middletown, Ohio.

WORK TO COMMENCE: As of the date of this Sub-Contract, with field work to commence on date specified in Contractor's notice to proceed to be issued to Sub-Contractor.

WORK TO BE COMPLETED: Time is of the essence of this Sub-Contract, and all work shall be completed by Sub-Contractor as soon as due diligence and good practice will permit, but in no event later than April 10, 1970, or such extended completion date as may be applicable in accordance with and pursuant to the provisions of Article 15 of the General Terms and Conditions hereof.

FACE SHEET "A"

KEN 007093

CONFORMED COPY

BOND: Not required.

COMPENSATION: Sub-Contractor agrees to perform The Work for the following compensation which includes all present and future, Federal, Local, Excise and Transportation Taxes, and all other taxes pertaining to the transaction, except the Ohio Sales and Use Tax applicable under the following circumstances:

Any Ohio Sales and Use Tax Liability on personal property transferred under the Sub-Contract by the Sub-Contractor to Owner, will be accounted for by Owner under its Direct-Payment Permit No. 161M. Any Ohio Sales and Use Tax liability for materials transferred to Owner as improvements to Owner's real property will be determined by Sub-Contractor in co-operation with Owner; such tax is Sub-Contractor's direct responsibility, but Owner will reimburse Sub-Contractor over and above the price stated below for the amount of such tax.

Lump sum amount\$540.00

ADDRESSES:

Owens-Corning Fiberglas Corporation
2987 Exon Drive
Cincinnati, Ohio 45241

Kaiser Engineers, Inc., Agent
For Armco Steel Corporation
P. O. Box F
Middletown, Ohio 45042

LIQUIDATED DAMAGES: None. Article 31 of the General Terms and Conditions hereof is inapplicable and is hereby deleted.

ADDITIONAL EXHIBITS: The Standard Conditions attached as Exhibit C, are by this reference made a part hereof.

IN WITNESS WHEREOF, the parties have made and executed this Sub-Contract as of the day and year first hereinabove written.

Owens-Corning Fiberglas Corporation
(Sub-Contractor)

Kaiser Engineers, Inc., Agent
For Armco Steel Corporation
(Contractor)

By /s/ Paul C. Gahn

By /s/ K. D. Thomas

Date 4-16-70

Date 4-10-70

132

S/C 7128-2371
OWENS-CORNING FIBERGLAS CORPORATION
Thermal Insul.

KEN 007092