

Monsanto Enviro-Chem

Monsanto Enviro-Chem Systems Inc.
Corporate Square Office Park
Box 14547
St. Louis, Missouri 63178
Phone: (314) 694-1000

RECEIVED JAN 21 1980

January 17, 1980

Ms. Jean Osborne
ASARCO, Inc.
P. O. Box 1111
El Paso, Texas 79999

Dear Jean:

Please find enclosed two executed copies of the
Release of Liens required by our contract. I hope
that this now completes your files.

I am sorry for the delay.

Sincerely,

MONSANTO ENVIRO-CHEM SYSTEMS INC.



Julio Serra-Jones
Estimating & Control Director

JLS-J:jkb

Enclosures

PLAINTIFF'S EXHIBIT

ASA-1132

ASARCO ELP 0007973

WAIVER AND RELEASE OF LIENS

WHEREAS:

Monsanto Enviro-Chem Systems Inc. ("Enviro-Chem"), a Delaware Corporation, entered into an Agreement with ASARCO, Inc. ("Owner") for the erection of one metallurgical, double absorption sulfuric acid plant at El Paso, Texas.

NOW, THEREFORE, WITNESSETH:

Pursuant to said Agreement, Enviro-Chem hereby waives and releases any and all liens and claims or rights to liens, statutory and otherwise, resulting from the construction, against Owner which Contractor may now have or hereafter acquire for materials furnished, labor done, or equipment used in connection with the construction under, or incident to, the said agreement, or for so-called "extra work", whether such materials, labor or equipment were furnished on behalf of Contractor, his subcontractors, vendors or lessors, or his or their employees;

Signed on this 16th day of January, 1980.

MONSANTO ENVIRO-CHEM SYSTEMS INC.

By

Title

WAIVER AND RELEASE OF LIENS

WHEREAS:

Monsanto Enviro-Chem Systems Inc., a Delaware Corporation, entered into an Agreement with ASARCO, Inc. ("Owner") for the erection of one metallurgical, double absorption sulfuric acid plant at El Paso, Texas and subcontracted the construction of said acid plant to the undersigned, Leonard Construction Company, a Delaware Corporation ("Contractor").

NOW, THEREFORE, WITNESSETH:

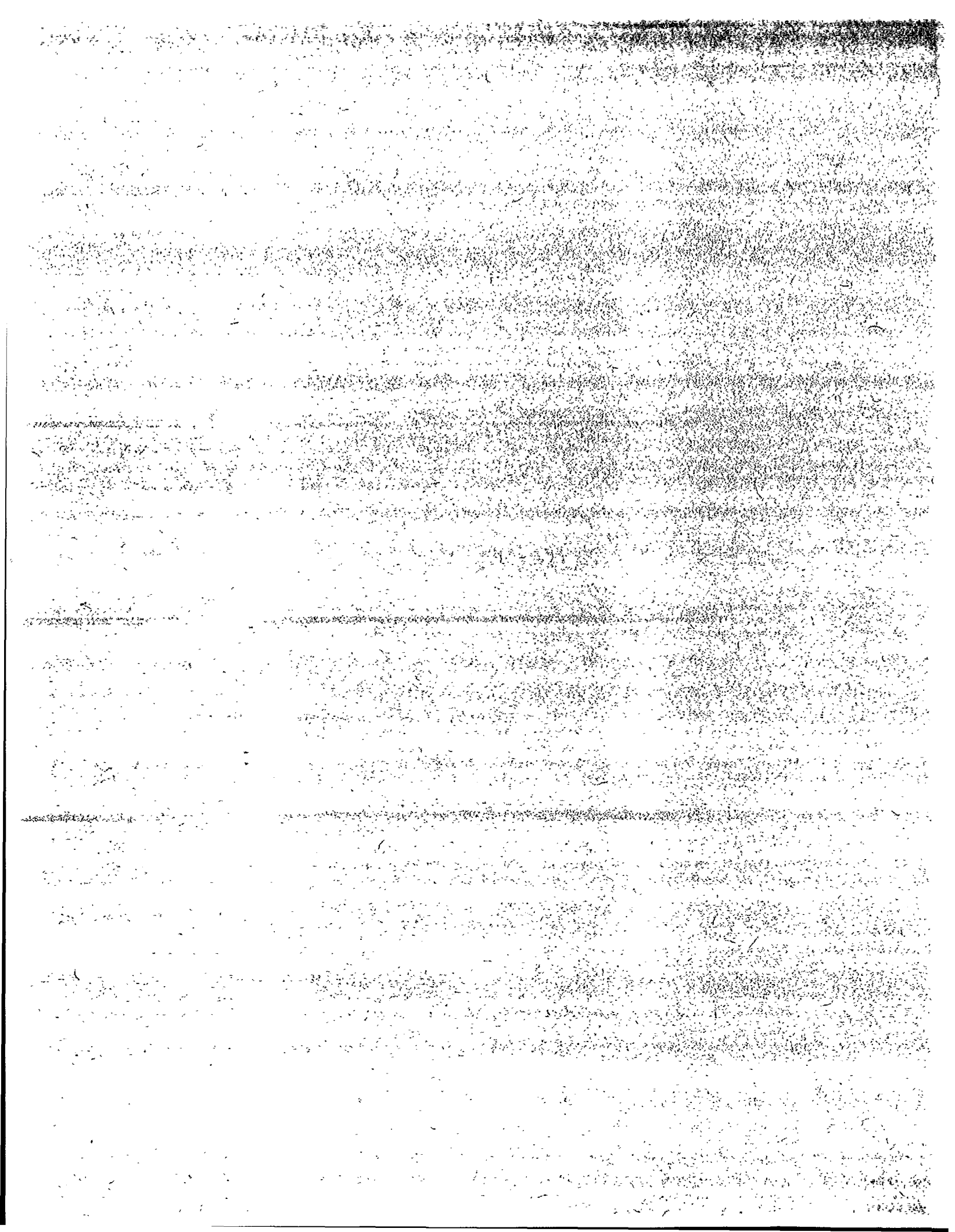
Contractor, hereby waives and releases any and all liens and claims or rights to liens, statutory and otherwise, resulting from the construction, against Owner which Contractor may now have or hereafter acquire for materials furnished, labor done, or equipment used in connection with the construction under, or incident to, the said Agreement, or for so-called "extra work", whether such materials, labor or equipment were furnished on behalf of Contractor, his subcontractors, vendors or lessors, or his or their employees;

Signed on this 16th day of January, 1980

LEONARD CONSTRUCTION COMPANY

By *[Signature]*

Title *President*



HILL PRINTING CO - EL PASO KORS-23

MATERIAL REQUISITION

DATE 12-5-79

El Paso Plant

See Below
Req. # _____DEPT. Const.

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work Mensanto

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
<u>11/20</u>	<u>Reimb. Costa</u>	<u>609.51</u>	<u>623-00509-23</u>			
	<u>For</u>	<u>27.43</u>	<u>623-00308-23</u>			
		<u>636.94</u>				
	<u>Inv 53576-40-LC</u>					
	<u>Do Not Hold Retainage</u>					

Requisitioner 174-0711Issued By J. Rader

PLAINTIFF'S EXHIBIT

ASA-1133

Monsanto Enviro-Chem

INV
Customer
Original Invoice

SHIPPER'S NO	DISTRICT	DATE ENTERED	CUSTOMER'S ORDER NO 2156	INVOICE DATE 11-09-79	INV NO - DIV - B.P 53576-40-LC
TERMS Net Upon Receipt				DATE SHIPPED	
PREPAID OR COLLECT-ROUTING					

DELIVERY F O B

SHIPPED FROM	WHSE CODE	BOOKED THRU J. Serra-Jones	COPIES CODE	PROD GRP 16	TRAN 01	TERMS 20	CUSTOMER NO 041276
SOLD TO ASARCO, Inc. P.O. Box 11111 El Paso, TX 79999 Attn: E. H. Hunt			PLEASE REMIT TO MONSANTO ENVIRO-CHEM SYSTEMS, INC. P.O. BOX 426 ST. LOUIS, MISSOURI 63166				
SHIPPED TO			RECEIVED NOV 26 1979				

DESCRIPTION	QUANTITY	PRICE & UNIT	AMOUNT
Reimbursable costs for Sept. and Oct. 1979 for work relating to ASARCO's gas cleaning plant at El Paso, Texas (2156)			
	Sept.	Oct.	
Home Office - Straight Time	\$ 42.42	\$ 51.66	\$ 94.08
33% of Salaries for Benefits	14.00	17.05	\$ 31.05
70% of Salaries and Benefits for Overhead	39.00	48.10	\$ 87.10
Reproduction and Printing	-0-	-0-	-0-
VOCAN - Vendor Payments	-0-	-0-	-0-
Word Processing	-0-	-0-	-0-
Communications	-0-	99.00	99.00
Material and Equip.	-0-	297.79	297.79
Sub Total	95.91	513.60	609.51
Fee 4 1/2%	4.32	23.11	27.43
	<u>\$100.23</u>	<u>\$536.71</u>	<u>\$636.94</u>
	Net Amount Due		\$636.94
	A/R Amount		\$636.94

TERMS AND CONDITIONS: THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS INVOICE ARE A PART OF THIS AGREEMENT. IN THE EVENT OF A DISPUTE, THE CUSTOMER AGREES TO ACCEPT THE DECISION OF THE MONSANTO ENVIRO-CHEM SYSTEMS, INC. AS FINAL AND BINDING. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. CUSTOMER'S SIGNATURE AND DATE REQUIRED FOR VALIDATION OF THIS INVOICE.

623 - 00509 - 23
623 - 00308 - 23

