

Brinco**MINING LIMITED**

2000 - 1055 WEST HASTINGS STREET, VANCOUVER, B.C., CANADA V6E 3V3

TELEPHONE: (604) 688-2511
TELEX: 04-508664

June 15, 1982

Certain Teed Corporation
Pipe & Plastics Group
P.O. Box 860
Valley Forge, PA.
19482 U.S.A.

Dear Sirs:

RE: 1982 Allocation and Sales Agreement

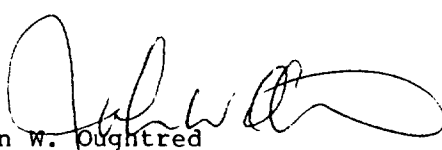
Please find enclosed the sales agreement covering the 1982 fibre allocation for your company.

Both copies are to be signed, returning the original to Brinco Mining Limited for our files.

We look forward to servicing your asbestos fibre requirements in 1982 and thank you for your prompt return of the signed agreements.

Sincerely yours,

BRINCO MINING LIMITED



John W. Oughtred
Manager, Marketing Department

Encl.

JWO/avj

CTD027904

**AGREEMENT FOR THE SALE
OF ASBESTOS FIBRE**

THIS AGREEMENT made as of the **17th** day of **March** **19~~7~~ 80**

BETWEEN: CASSIAR ASBESTOS CORPORATION LIMITED,
a company incorporated under the laws of Canada, having its head
office at 2000 Guinness Tower, 1055 West Hastings Street, Vancouver,
British Columbia, Canada, hereinafter called the "Seller".

AND CERTAINTEED CORPORATION,
Pipe & Plastics Group,
1400 Union Meeting Road,
Blue Bell, PA.
19422,
U.S.A.

hereinafter called the "Buyer".

1. SALE/PURCHASE

This Agreement shall be effective on **January 1, 1980** and shall terminate on **December 31, 1980**
IT IS THEREFORE AGREED that the Seller agrees to sell and the Buyer agrees to purchase, upon and subject to the terms and conditions
hereinafter set out, the asbestos fibre hereinafter described:

2. GRADES/QUANTITIES/PRICES

<u>GRADES</u>	<u>QUANTITIES (IN SHORT TONS)</u>	<u>PRICES (PER SHORT TON)</u>
AK	7,500	\$975.00
AX	2,500	825.00
AZ	5,000	375.00
		(less 5% volume discount)

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3. TERMS OF PAYMENT

Payment shall be made in the name of Cassiar Asbestos Corporation Limited and delivered to it at 2000 Guinness Tower, 1055 West Hastings Street, Vancouver, B.C. V6E 3V3, Canada or to The Royal Bank of Canada, 1025 West Georgia Street, Vancouver, B.C. V6E 3N9, Canada.

Unless otherwise agreed upon, the Buyer shall, prior to taking title to any asbestos fibre under this Agreement, prepay the full price of such fibre to be sold by the Seller to the Buyer by depositing cash with the Seller for such purchase price (including cost of freight and documentation and other costs, if required).

Notwithstanding the foregoing, until further notice the terms of payment for each shipment shall be as follows:

Net 30 days

4. PERIOD OF SHIPMENT

as released by customer.

5. PRICES

Prices are f.o.b. railroad cars, trucks, containers or barges or f.a.s. ships slings Asbestos Wharf, North Vancouver, British Columbia. The Seller may, at the Seller's option, deliver the asbestos fibre to the Buyer's carrier at points other than Asbestos Wharf, in which event the Buyer's freight charges for the asbestos fibre so delivered shall be adjusted so that the Buyer's freight charges are equivalent to those applicable to the delivery of such asbestos fibre to the Buyer's carrier at Asbestos Wharf unless otherwise agreed. The prices hereinbefore shown are based on conditions at the date this Agreement was made. The Seller shall have the right, at any time during the continuance of this Agreement to notify the Buyer, not less than 30 days in advance of the effective date, of price increases which will be applicable to any deliveries then scheduled to be shipped after the effective date of such price increases. Any export or other duty, tax or similar imposition in respect of the asbestos fibre shall be for the account of the Buyer. In the event of the Seller so increasing the prices, or of the imposition of any additional duty, export or other tax, the Buyer shall have the right to cancel all or any part of the undelivered balances of the amounts comprised within this Agreement scheduled to be shipped after the effective date of such price increases.

6. QUANTITIES

The quantities hereinbefore shown represent tons of 2,000 pounds each or 907.2 kilograms each. Delivery of the quantities of asbestos fibre hereinbefore shown is contingent upon the maintenance of a rate of production of the quantities concerned equal to current estimates for the period of the Agreement. If for any reason whatsoever these estimates are not realized, the Seller may without liability to the Buyer reduce, or in the case of force majeure cancel, deliveries agreed to be made hereunder, provided that in the event of any reduction in deliveries the Seller shall attempt to reduce proportionately, among all customers that at the time have unfilled orders under agreements in this form, the quantities of asbestos fibre to be delivered hereunder and thereunder. The Seller and the Buyer may by mutual written agreement vary the grades and quantities of asbestos fibre which are covered by this Agreement.

7. TITLE

Title to and the risk of loss or damage to the asbestos fibre shall pass from the Seller to the Buyer:

(a) Where shipped from Asbestos Wharf, North Vancouver, British Columbia:

- (i) By rail, truck, container or barge, f.o.b. Asbestos Wharf;
- (ii) By boat or vessel, f.a.s. ships slings Asbestos Wharf; or

(b) Where shipped from points other than Asbestos Wharf, North Vancouver, British Columbia:

- (i) By rail, truck, container or barge, f.o.b. point of shipment;
- (ii) By boat or vessel, f.a.s. ships slings at point of shipment.

8. SHIPMENT

Shipping instructions shall be given by the Buyer in reasonable time for the Seller to arrange for shipments as set out in paragraph 4. In the event of the Buyer failing, from any cause whatever, to comply with this condition, the Seller shall have the option to cancel those tonnages in respect of which, up to the date of cancellation, shipping instructions were not given by the Buyer in sufficient time as aforesaid. If shipping instructions are given for shipments as aforesaid or otherwise as agreed, then the Seller will use its best efforts to arrange the necessary shipping facilities.

9. ADVISES OF SHIPMENT

The Seller will endeavour to give prompt notice of details of each shipment and to transmit promptly all shipping documents to the Buyer, but in the event of any mutilation, delay in delivery or nondelivery of cables, documents, or other communications concerning shipments sent by the Seller, however caused, the Seller shall not be responsible for any consequences arising therefrom.

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17. NOTICE

Any notice required or permitted under the Agreement shall be given in writing by personal delivery or by prepaid registered air mail, or by prepaid telegram, telex or cable, addressed as follows:

To the Seller: Cassiar Asbestos Corporation Limited,
2000 Guinness Tower,
1055 West Hastings Street,
Vancouver, B.C. V6E 3V3.
Canada

To the Buyer: CERTAINTED CORPORATION,
Pipe & Plastics Group,
1400 Union Meeting Road,
Blue Bell, PA,
19422,
U.S.A.

or such other address as either of the parties may from time to time designate in writing to the other. Any notice sent by prepaid registered air mail shall be deemed to have been received by the party to whom addressed ten (10) days from the date of postmark. Any notice sent by prepaid telegram, telex or cable shall be deemed to have been received by the party to whom it was addressed three (3) days after the time of dispatch.

18. AIDS TO INTERPRETATION

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing gender shall include the masculine, feminine and neuter genders; and words importing persons include corporations and unincorporated associations and organizations and vice versa.

19. APPLICATION TO OTHER ORDERS

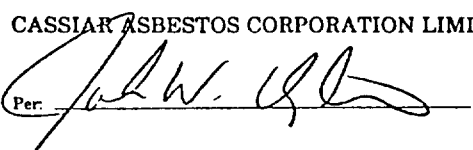
The terms and conditions contained in this Agreement shall also apply to all other asbestos fibre ordered by the Buyer from the Seller during the term of this Agreement except insofar as any terms and conditions contained in this Agreement are inconsistent with any special terms agreed between the Buyer and the Seller in any particular instance.

20. SUCCESSORS AND ASSIGNS

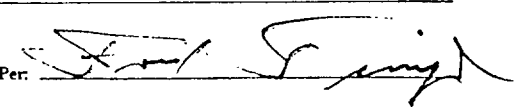
The Buyer shall not sell, assign, transfer, charge, pledge or hypothecate this Agreement or the asbestos fibre sold hereunder or any part thereof or any interest therein without the express written consent of the Seller.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Agreement under the hands of their respective proper signing officers.

CASSIAR ASBESTOS CORPORATION LIMITED

Per: 

CERTAINTED CORPORATION.

Per: 

CTD027908

CONTRACT RIDER

Changes to the original contract are listed as follows:

10. FORCE MAJEURE

(a) Seller shall not be responsible either for non-shipment or for any deliveries being delayed or prevented, nor shall the Buyer be responsible for failure to take delivery caused in whole or in part by force majeure. The term "force majeure" shall include, without limitation, the following enumerations; strikes, lockouts, labour and civil disturbances; acts of God, including fire, earthquakes, [volcanic eruptions, floods, landslides, adverse weather conditions] unavoidable accidents, laws, rules, regulations or orders of any government or agent or instrumentality thereof, whether domestic or foreign having at any time de factor or de jure control over the Seller or Buyer, acts of war whether declared or undeclared; unavailability of essential equipment, material or labour or restrictions thereon or limitations upon the use thereof, delays in transportation or communication or other causes reasonably beyond the control of the Seller or Buyer whether similar or dissimilar to the causes herein specified and whether such causes prevent totally, or cause only a reduction in rate of, production by Seller or consumption by Buyer, and whether or not such causes affect sales by Seller; provided, however, that [Seller shall not be relieved of its obligation to allocate existing quantities of the grades set forth in section 2,] hereof, among its contract customers in accordance with section 6 hereof. The settlement of strikes, lockouts and labour disturbances and the decision of whether to question or to test the validity of any government law, rule, regulation or order shall be wholly within the discretion of the party concerned. If the Seller or the Buyer claims force majeure that party shall so notify the other in writing specifying the nature of such force majeure and the date of commencement thereof. Upon the force majeure having terminated or ceasing to have effect, the claiming party shall so notify the other.

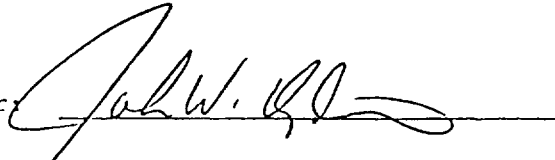
11. HAZARDOUS PRODUCTS WARNING

Claims against the Seller, related directly or indirectly to the Buyer's acquisition of asbestos fibre from the Seller, in respect to consequential loss, damages, personal injuries, diseases, or death, however arising, are not the responsibility of the Seller and the Buyer hereby expressly waives any of its rights as against the Seller with respect to any such claims. The Buyer acknowledges that he is aware of the possible health hazards in dealing with asbestos fibre

CONTRACT RIDER

and undertakes and agrees to adequately warn its employees, agents and customers of the possible dangers in exposure to, handling, use of or processing of asbestos fibre and in particular by breathing air or ingesting food or water containing asbestos fibre. However, for the purpose of this Agreement, the Buyer shall be deemed to have complied with the aforementioned duty to adequately warn its employees, agents, and customers for so long as Buyer complies with all requirements of any Federal, state, or local government, or agency thereof, or any court of competent jurisdiction in which the products of the Buyer are sold and to the extent that Buyer as an expert in the field is deemed to have an obligation to adequately warn of such dangers.

CASSIAR ASBESTOS CORPORATION LIMITED

Per: 

CERTAINTEED CORPORATION

Per: 

CTD027910