

September 16, 1983

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

Gentlemen:

Reference is hereby made to a certain Distributor Agreement dated as of December 1, 1982 (the "Distributor Agreement") by and between Union Carbide Corporation ("Union Carbide") and Montello, Inc. ("Montello"), and to a certain Indemnification Agreement dated May 6, 1982 (the "Indemnification Agreement") by and between Montello and Union Carbide, which Indemnification Agreement is attached to the Distributor Agreement as Exhibit B and is incorporated as a part of the Distributor Agreement. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Distributor Agreement.

Montello has requested that the Distributor Agreement be amended to permit Montello to engage as its agent Ashland Chemicals Company, a corporation organized and validly existing under the laws of the State of Kentucky and acting through its Oil Field Products Group ("Ashland"), for the purpose of performing certain of Montello's duties and obligations under the Distributor Agreement with respect to "UNIVIS" and "SUPERVISBESTOS (CVS)" Products identified on Exhibit B to the Distributor Agreement, as such exhibit shall be from time-to-time amended by Union Carbide pursuant to Article 1 of the Distributor Agreement (the "Goods"). The terms and conditions of such amendment are set forth in this letter.

1. Ashland, as agent for Montello under the Distributor Agreement, may perform Montello's warehousing and sales obligations under the Distributor Agreement; provided, however, that (a) such activities may be performed only with respect to the Goods and not any other Products, (b) Ashland may not perform such activities outside the United States of America nor may it directly or indirectly sell Goods outside the United States of America or for

export from the United States of America, (c) Ashland may not change, process or repackage the Goods in any way, and (d) Ashland shall promptly refer to Montello and/or Union Carbide all inquiries and questions which it receives concerning health, toxicology or regulatory matters relating to the Goods.

2. For purposes of Article 2(b) of the Distributor Agreement, warehouses maintained by Ashland for the Goods pursuant to its agency arrangement with Montello shall be deemed to be warehouses of Distributor.

3. Except as otherwise set forth herein, Montello may not assign, subcontract, delegate or otherwise transfer any interest in the Distributor Agreement without the prior written consent of Union Carbide nor may Montello permit Ashland to delegate in whole, or in part, any or all of its agency obligations with respect to the Goods, or any of its rights or privileges under the Indemnification Agreement.

4. Except as otherwise set forth in the letter agreement, the terms and provisions of the Distributor Agreement (including without limitation the Indemnification Agreement) are hereby ratified and confirmed.

If the foregoing accurately sets forth the agreement between Union Carbide and Montello, please indicate Montello's acceptance and agreement by signing this letter in the space provided below. Upon Union Carbide's receipt of such countersigned copy, this letter shall become a valid and binding amendment to the Distributor Agreement.

ACCEPTED AND AGREED THIS
___ day of _____, 1983:

Sincerely yours,

MONTELLO, INC.

UNION CARBIDE CORPORATION
Metals Division

By _____
Title _____

By _____
President, Metals Division

50003

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 2, 1983

Mr. William F. McClure, Jr.
Union Carbide Corporation
Law Department
Old Ridgebury Road
Danbury, Connecticut 06817

Dear Bill:

We have signed and enclosed the amendment to our Distributor Agreement with Union Carbide for your files. We have also forwarded both duplicate originals of the Indemnification Agreement to Ashland Chemical, with instructions to sign and return one copy directly to you.

Many thanks for your help and personal attention throughout the negotiations. We believe the new arrangement will definitely improve our penetration of the drilling industry market for Union Carbide's products.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. (1)

50004

UNION CARBIDE CORPORATION

DISTRIBUTOR AGREEMENT

This AGREEMENT, made as of the 1st day of December, 1982, between UNION CARBIDE CORPORATION, a New York corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 (hereinafter called "Union Carbide"), and MONTELLO, INC., 6106 East 32nd Place, Tulsa, Oklahoma 74135 (hereinafter called "Distributor");

1. DISTRIBUTORSHIP

Union Carbide hereby appoints Distributor for the resale of those "CALIDRIA" asbestos products listed in Exhibit A attached hereto and made a part hereof (hereafter called "Products"). Union Carbide shall have the right at any time to make additions, deletions or modifications to the Exhibit A, set forth herein by giving Distributor thirty (30) days prior written notice of each such revision.

2. SHIPMENTS.

(a) Union Carbide agrees to sell and Distributor agrees to buy for resale and shipment to Distributor's stocks, or Distributor's customers, carload or Truckload quantities upon the terms and conditions herein set forth.

(b) Distributor agrees to maintain in its own warehouses such quantities as Distributor shall need to permit satisfactory service of customers.

50005

agreements between the parties hereto with respect to the subject matter covered herein, but shall not act as a modification or impairment of any rights concerning the subject matter of this Agreement which Ashland has under the law whether statutory or otherwise. No modification of this Agreement or waiver of the terms and conditions thereof shall be binding upon either party unless approved in writing by an authorized representative of such party.

UNION CARBIDE CORPORATION,
Metals Division

ASHLAND CHEMICAL COMPANY,
Oil Fields Product Group

By: _____

By: _____

UNION CARBIDE CORPORATION OLD RIDGEBURY ROAD, DANBURY, CT. 06817
LAW DEPARTMENT

January 4, 1985

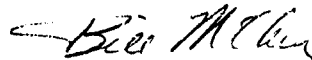
Kenneth N. Campbell,
President
Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

Dear Mr. Campbell:

In accordance with the instructions in your December 10, 1984 letter, enclosed herewith is a copy of page 1 of the April 1, 1984 indemnification agreement which has been approved and initialled on behalf of Union Carbide Corporation.

We send our best wishes for the new year.

Sincerely yours,



William F. McClure, Jr.

WFMc/jef
Enclosure

50059

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



PENALTY FOR PRIVATE
USE, \$300

SENDER INSTRUCTIONS

- Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, 3, and 4 on the reverse.
 - Attach to front of article if space permits, otherwise affix to back of article.
 - Endorse article "Return Receipt Requested".
 - Affix to number.

RETURN
TO

Montello, Inc.

(Name of Sender)
6106 E. 32nd Place

Tulsa, OK (Street & P.O. Box)
74135

(City, State, and ZIP Code)

Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.	
(CONSULT POSTMASTER FOR FEES)	
1. The following service is requested (check one). ☒ Show to whom and date delivered ☐ Show to whom, date, and address of delivery	60
2. ☐ RESTRICTED DELIVERY (This restricted delivery fee is charged in addition to the return receipt fee.)	60
TOTAL \$ 60	
3. ARTICLE ADDRESSED TO: Mr. William F. McClure, Jr. Union Carbide Corporation Old Ridgebury Rd, Danbury, CT 06811	
4. TYPE OF SERVICE: ☐ REGISTERED ☐ INSURED ☒ CERTIFIED ☐ COD ☐ EXPRESS MAIL	ARTICLE NUMBER P672 479 985
(Always obtain signature of addressee or agent)	
I have received the article described above. SIGNATURE ☐ Addressee ☐ Authorized agent <i>Karen Racen Thal</i>	
5. DATE OF DELIVERY 12/14/84	POSTMARK (may be on reverse side)
6. ADDRESSEE'S ADDRESS (Only if requested)	
7. UNABLE TO DELIVER BECAUSE:	7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

50060

Our cc of new Hold harmless.
Actual 1st pg to M⁵C/are
for install/ing.

Then he returns it to
us for attachment.

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 10, 1984

Mr. William F. McClure, Jr.
Union Carbide Corporation
Law Department
Old Ridgebury Road
Danbury, Connecticut 06817

Dear Bill:

Spoke to Jack Walsh earlier today, after his talk with you. We have made the two "page one" corrections to the April 1, 1984 hold harmless and indemnification Agreement.

Enclosed is your fully executed original, including my initials at the two changes on page 1. Also enclosed is page one from our copy of the Agreement, with my initials at the changes. Please get initials from the appropriate person at Ucar, and return this page to me so our copy will be complete.

We have spoken to Mr. Jayne with Ashland today. Their form of the Agreement is a bit different from ours, so we had him read the "whereas" paragraphs to us. They sounded OK. We suggested he have the document executed and send it directly to your attention without change.

Thanks for your help.

Best regards,

MONTELLLO, INC.

Kenneth N. Campbell

KNC/ca

Enc. (2)

50062

AGREEMENT

THIS AGREEMENT, dated as of April 1, 1984, by and between MONTELLO INC., a corporation having an office at 6106 East 32nd Place, Tulsa, Oklahoma 74135 ("Montello"), and UNION CARBIDE CORPORATION, a New York corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 ("Union Carbide").

W I T N E S S E T H:

WHEREAS, as of April 1, 1984 all the asbestos business of Union Carbide Corporation ("Union Carbide") was assigned and transferred to Calidria Corporation, a Delaware corporation ("Calidria");

WHEREAS, as a result of such assignment that certain Distributor Agreement between Union Carbide and Montello dated as of December 1, 1982 and amended November 7, 1983 (the "Distributor Agreement") has been assigned by Union Carbide to Calidria;

WHEREAS, as a result of such assignment Montello serves as a distributor for certain Calidria asbestos products pursuant to the Distributor Agreement;

WHEREAS, that certain Agreement dated May 6, 1982 which is annexed as Exhibit B to the Distributor Agreement is of no force or effect with respect to Calidria asbestos products and, as a result, Montello has requested that Union Carbide hold harmless and indemnify Montello from and against any claims which may be asserted against Montello for injuries allegedly suffered by subsequent purchasers or users of Calidria asbestos products;

AGREEMENT made this day of , 1970
between UNION CARBIDE CORPORATION (hereinafter called "UNION
CARBIDE"), a corporation organized and existing under the laws
of the State of New York, acting by its Mining & Metals Division,
having an office at 270 Park Avenue, New York, New York 10017,
and MONTELLO CORPORATION, (hereinafter called 'MONTELLO'), a
corporation of , having an office at

W I T N E S S E T H:

WHEREAS, UNION CARBIDE possesses extensive technical
information and know-how pertaining to the production and devel-
opment of asbestos products useful as drilling mud constituents.

WHEREAS MONTELLO is engaged in the development of
asbestos-containing drilling muds.

NOW, THEREFORE, in consideration of the premises and
the mutual agreements hereinafter contained, the parties hereto
do hereby agree as follows:

1. During the term of this Agreement

(i) UNION CARBIDE shall disclose to MONTELLO
by way of regular written reports all technical
information developed during the term of this
Agreement which, in the opinion of UNION CARBIDE,

is important to the development of asbestos products useful as drilling mud constituents

(ii) MONTELLO shall disclose to UNION CARBIDE by way of regular written reports all technical information developed during the term of this Agreement which, in the opinion of MONTELLO, is important to the development of asbestos-containing drilling muds.

2. All inventions made by UNION CARBIDE during the term of this Agreement relating to asbestos products useful as drilling mud constituents shall be the property of UNION CARBIDE provided however that MONTELLO shall have a non-exclusive, world wide license under any patents covering such inventions to use the same in its own business operations. Any such license shall be royalty-free during the term of this Agreement and shall be at a mutually agreeable reasonable rate thereafter. MONTELLO shall also have the right to grant sub-licenses at reasonable royalties under any patents covering such inventions and fifty per cent (50%) of any such royalties shall be remitted to UNION CARBIDE. If UNION CARBIDE decides not to file patent applications on any such inventions as described in this Article then MONTELLO shall have the right to file such patent applications at its own expense on behalf of UNION CARBIDE.

50065

3. All inventions made by MONTELLO during the term of this Agreement relating to asbestos-containing drilling muds shall be the property of MONTELLO provided however that UNION CARBIDE (and its subsidiaries) shall have a non-exclusive world wide license under any patents covering such inventions to use the same in its own business operations. Any such license shall be royalty-free during the term of this Agreement and shall be at a mutually agreeable reasonable rate thereafter. UNION CARBIDE shall also have the right to grant sublicenses at reasonable royalties under any patents covering such inventions and fifty per cent (50%) of any such royalties shall be remitted to MONTELLO.

If MONTELLO decides not to file patent applications on any such inventions as described in this Article then UNION CARBIDE shall have the right to file such patent applications at its own expense on behalf of MONTELLO.

A "Subsidiary" of a ~~party~~ ^{UNION CARBIDE} as used herein shall mean any business organization more than Fifty Percent (50%) of whose voting stock is owned by ~~such party~~ ^{UNION CARBIDE}.

4. Except to the extent necessary for the filing and prosecution of patent applications each party will keep confidential within its own organization all technical information received in writing from the other party for a period of ten (10) years from the receipt of such technical information except

(c) shafts (mine, foundations), and for use in other related fluid applications such as packer fluids and work-over fluids.

2. Seller agrees to sell and Distributor agrees to buy for resale, upon the terms and conditions herein set forth, Products in such quantities as Distributor shall need in its business as a distributor of Products; provided, that Seller shall not be obligated to supply in excess of 150% of the minimum purchase requirements specified in Paragraph 5(b)(1). Distributor may purchase its requirements in excess of these amounts from other suppliers to the extent Seller is unable to supply them. Distributor shall exercise its best efforts to develop the market for the Products and to resell as large a quantity of the Products as possible.

3. (a) The purchase prices for the Products sold hereunder and the terms of delivery shall be as set forth in Schedule A attached hereto and made a part hereof. Seller may increase the purchase prices by no more than 10% in the first quarter of each calendar year by giving at least sixty (60) days' prior written notice; provided, however, that Distributor may refuse to accept the revised purchase price by giving notice to Seller thirty (30) days before the revised purchase prices are to take effect, and this Agreement shall immediately terminate. Seller agrees to deliver to Distributor within three (3) months after said termination, up to one million (1,000,000) pounds of the Products at the price prevailing on the date of such termination.

(b) In addition to the purchase price, Distributor shall pay to Seller the amount of all taxes, excises or other governmental charges that Seller may be required to pay on the sale or transportation of any Product sold and delivered hereunder, except where the law otherwise provides.

4. (a) Terms of payment shall be in the discretion of Seller; provided, however, that the terms shall be no less than net thirty (30) days from date of invoice, billed upon delivery at the designated F.O.B. point.

(b) Seller reserves the right at all times, either generally or with respect to any specific order by Distributor, to vary, change or limit the amount or duration of credit to be allowed to Distributor. Without limiting the generality of the foregoing, all deliveries hereunder are subject to the conditions that all indebtedness of Distributor to Seller due before the date of shipment shall first be paid.

5. (a) The term of this Agreement shall be deemed to have commenced on January 1, 1970 and shall continue until December 31, 1972, and thereafter, unless terminated at any time by either party on at least six (6) months' prior written notice.

(b) The provisions of Paragraph 5(a) above notwithstanding, Seller may terminate this Agreement at any time on at least three (3) months' prior written notice if:

(i) Distributor fails to purchase the Products for resale in the following quantities:

when, after, and to the extent that such information becomes generally available to the public or was known to the party receiving the disclosure prior to the receipt thereof from the other party.

5. This agreement will commence upon execution hereof and shall terminate on December 31, 1972.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MONTELLO CORPORATION

UNION CARBIDE CORPORATION
Acting by its Mining & Metals Division

By _____

By _____

Vice President

Title _____

whatever investigation and defense of the matter Calidria deems to be necessary. Calidria will defend at its expense any and all claims against Montello which are covered by this Agreement, whether or not Calidria is a party to the action. Calidria shall have the sole right to defend or settle such action with attorneys of its own choosing.

4. In the event that facts are disclosed to Calidria which in the reasonably exercised opinion of Calidria would justify the imposition of liability upon Montello independent of any liability on the part of Calidria, Calidria will notify Montello of its position that Montello may be separately liable, and Montello shall defend the suit on its behalf. Both parties specifically agree that they will use their best efforts to resolve any differences of opinion in this question of independent liability so as to minimize the cost of defense of claims. In the event that Montello fails to cooperate in the investigation or defense of any actual or threatened legal action or claim covered by this Agreement, Calidria may terminate its defense and indemnification of Montello upon twenty (20) days written notice.

5. It shall be a sufficient giving of any notice or other communication required hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofore in writing designated. The date

50038

of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

6. Calidria shall have the unilateral right to terminate this Agreement for any reason which it deems to be sufficient upon ninety (90) days written notice with respect to the sale of any of its products after such termination.

7. ~~In the event that the indemnity provided by Calidria to Montello hereby terminates, said termination will be~~^{is} without prejudice to the rights of the parties to seek, by way of cross-compliant or subsequent action, equitable contribution, equitable indemnity, comparative indemnity and/or contractual indemnity each against the other for any claims asserted by subsequent purchasers or users of Calidria asbestos products.

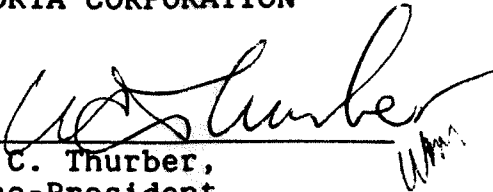
8. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York applicable to agreements to be performed entirely within such State.

9. This Agreement contains all the representations and agreements between the parties hereto with respect to the subject matter covered herein, but shall not act as a modification or impairment of any rights concerning the subject matter of this Agreement which Montello has under the law whether statutory or otherwise. No modification of this Agreement or waiver of the terms

and conditions hereof shall be binding upon either party unless approved in writing by an authorized representative of such party.

CALIDRIA CORPORATION

By


W. C. Thurber,
Vice-President

MONTELLO, INC.

By _____

50040

UNION CARBIDE CORPORATION OLD RIDGEBURY ROAD, DANBURY, CT. 06817

August 31, 1984

Montello, Inc.
6106 East 32nd Street
Tulsa, Oklahoma 74315

Attn: Mr. Kenneth N. Campbell, President

Dear Mr. Campbell:

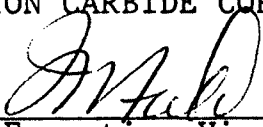
In connection with a worldwide restructuring of its metals and Asbestos businesses, Union Carbide Corporation has assigned its Asbestos business to its subsidiary, Calidria Corporation, effective as of April 1, 1984. Included among the assets so assigned was your firm's December 1, 1983 Distributor Agreement with Union Carbide Corporation.

We would appreciate Montello, Inc.'s formally evidencing its consent to such assignment by countersigning and returning a copy of this letter.

As a result of this restructuring Union Carbide Corporation no longer produces asbestos. However, in order to avoid any ambiguity as to the status of the May 6, 1982 Agreement pursuant to which Union Carbide agreed to indemnify Montello, Inc. against certain liabilities arising in connection with the sale of Union Carbide asbestos products, Union Carbide hereby formally terminates that Agreement in accordance with numbered paragraph 6 thereof.

Sincerely yours,

UNION CARBIDE CORPORATION

By 
Executive Vice President 

The undersigned hereby consents
to the above described assignment:

MONTELLO, INC.

By _____
President

50041

AGREEMENT

THIS AGREEMENT, dated as of April 1, 1984, by and between Montello Inc., a corporation having an office at 6106 East 32rd Place, Tulsa, Oklahoma 74135 ("Montello"), and CALIDRIA CORPORATION, a Delaware corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 ("Calidria").

W I T N E S S E T H:

WHEREAS, as of April 1, 1984 all the asbestos business of Union Carbide Corporation ("Union Carbide") has been assigned and transferred to Calidria;

WHEREAS, as a result of such assignment, that certain Distributor Agreement between Union Carbide and Montello dated as of December 1, 1982 and amended November 7, 1983 (the "Distributor Agreement") has been assigned by Union Carbide to Calidria;

WHEREAS, as a result of such assignment Montello serves as a distributor for certain Calidria asbestos products pursuant to the Distributor Agreement;

WHEREAS that certain Agreement dated May 6, 1982 which is annexed as Exhibit B to the Distributor Agreement is of no force or effect with respect to Calidria asbestos products and as a result Montello has requested that Calidria hold harmless and indemnify Montello from and against any claims which may be asserted against Montello for injuries allegedly suffered by subsequent purchasers or users of Calidria asbestos products;

NOW, THEREFORE, in consideration of the foregoing premises and the provisions hereinafter set forth, it is hereby agreed:

1. By making this Agreement and performing its terms, neither Montello nor Calidria is conceding that it has breached any duty or committed any act which would render it liable to a third party.

2. Calidria shall hold harmless and indemnify Montello from and against any liability based upon exposure to asbestos which Montello may incur to the extent such liability arises out of the resale by Montello of Calidria asbestos products as packaged by Calidria; provided, however, such indemnification obligation shall not apply if Montello has changed, processed or re-packaged such resold products in any way, nor acted in a negligent manner in the course of handling and reselling Calidria asbestos products and provided further that Montello has complied with all reasonable actions recommended from time to time by Calidria for the purpose of informing subsequent purchasers and users of Calidria asbestos products as to the safe use and handling of such products. It is agreed that Montello's responsibility to inform is limited to taking reasonable steps to see that the information reaches the user.

3. Montello shall give Calidria prompt notice of any actual or threatened legal action or claim of which Montello has notice and which would be covered by this Agreement. In addition, Montello shall cooperate in all respects with Calidria in the defense of any such action and shall supply such information and make available such witnesses as may be required to permit Calidria to undertake

whatever investigation and defense of the matter Calidria deems to be necessary. Calidria will defend at its expense any and all claims against Montello which are covered by this Agreement, whether or not Calidria is a party to the action. Calidria shall have the sole right to defend or settle such action with attorneys of its own choosing.

4. In the event that facts are disclosed to Calidria which in the reasonably exercised opinion of Calidria would justify the imposition of liability upon Montello independent of any liability on the part of Calidria, Calidria will notify Montello of its position that Montello may be separately liable, and Montello shall defend the suit on its behalf. Both parties specifically agree that they will use their best efforts to resolve any differences of opinion in this question of independent liability so as to minimize the cost of defense of claims. In the event that Montello fails to cooperate in the investigation or defense of any actual or threatened legal action or claim covered by this Agreement, Calidria may terminate its defense and indemnification of Montello upon twenty (20) days written notice.

5. It shall be a sufficient giving of any notice or other communication required hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofore in writing designated. The date

50044

of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

6. Calidria shall have the unilateral right to terminate this Agreement for any reason which it deems to be sufficient upon ninety (90) days written notice with respect to the sale of any of its products after such termination.

7. In the event that the indemnity provided by Calidria to Montello hereby terminates, said termination will be without prejudice to the rights of the parties to seek, by way of cross-compliant or subsequent action, equitable contribution, equitable indemnity, comparative indemnity and/or contractual indemnity each against the other for any claims asserted by subsequent purchasers or users of Calidria asbestos products.

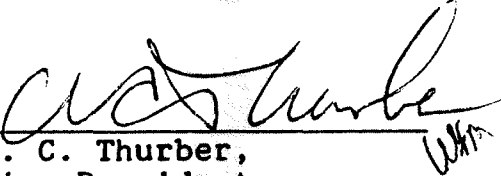
8. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York applicable to agreements to be performed entirely within such State.

9. This Agreement contains all the representations and agreements between the parties hereto with respect to the subject matter covered herein, but shall not act as a modification or impairment of any rights concerning the subject matter of this Agreement which Montello has under the law whether statutory or otherwise. No modification of this Agreement or waiver of the terms

and conditions hereof shall be binding upon either party unless approved in writing by an authorized representative of such party.

CALIDRIA CORPORATION

By

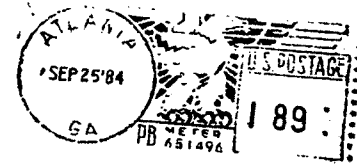

W. C. Thurber,
Vice-President

MONTELLO, INC.

By _____

Calidria
CORPORATION

17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA 30329



FIRST CLASS

Calidria
CORPORATION

17 EXECUTIVE PARK DRIVE • ATLANTA, GA 30329

Mr. Kenneth N. Campbell, President
MONTELLO, INC.
6106 East 32 Street
Tulsa, OK 74315

CERTIFIED MAIL-RETURN RECEIPT REQUESTED
RETURN REQUESTED

CERTIFIED

P 517 365 058

MAIL

CLAIM CHECK
NO.

535250

☐ HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from
PS Form 3840-A
Oct. 1980

50047

Must be Jack's hands
 He is going to respond
 (include 1st Jack - 1st Jack)
 Hurry -
 Hell get with Kille/Turner
 Mr. M. 1/4 - try to get
 near to the car & cover

Check starts 9/25 (Jack's left)

- Dates all out of way
- we must know exact date cancellation is in effect
- Dept. on printing of the zero buys after camp measures near HH Halls applies to all purchases ever made by us.
- Remember "no #1" during 1st half?
- Indiv. customers RF did us & we responded, looking price to EO turn 95.
- Chances of Hallm. cover for specific buyers out

Jack Walsh -

10/2/84 10/3/84 212 + 790 - 2193

10/2/84
 10:30
 10/11/84
 1:00-10/3

AGREEMENT

THIS AGREEMENT, dated September __, 1983, by and between ASHLAND CHEMICALS COMPANY a Kentucky corporation having an office at _____ ("Ashland"), and UNION CARBIDE CORPORATION Metals Division, a New York corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 ("Union Carbide").

W I T N E S S E T H:

WHEREAS, Montello, Inc., an Oklahoma corporation ("Montello"), acts as a distributor of various Union Carbide asbestos products and has engaged Ashland as its agent in performing such distribution activities;

WHEREAS, Montello and Ashland resells Union Carbide asbestos products without changing, processing or re-packaging such products in any way; and

WHEREAS, Ashland has requested that Union Carbide hold harmless and indemnify Ashland from and against any claims which may be asserted against Ashland for injuries allegedly suffered by subsequent purchasers or users of Union Carbide asbestos products;

NOW, THEREFORE, in consideration of the foregoing premises and the provisions hereinafter set forth, it is hereby agreed:

1. By making this Agreement and performing its terms, neither Ashland nor Union Carbide is conceding that it has breached any duty or committed any act which would render it liable to a third party;

2. Union Carbide shall hold harmless and indemnify Ashland from and against any liability arising out of the resale of Union Carbide asbestos products as packaged by Union Carbide, provided that Ashland shall not have changed, processed or re-packaged such products in any way nor participated in the distribution of any Union Carbide asbestos products which have been changed, processed or re-packaged by others (including, without limitation, by Montello) nor acted in a negligent manner in the course of handling and reselling Union Carbide asbestos products and provided further that Ashland shall have complied with all reasonable actions recommended by Union Carbide and/or Montello from time to time for the purpose of informing subsequent purchasers and users of Union Carbide asbestos products as to the safe use and handling of such products. It is agreed that Ashland's responsibility to inform is limited to taking reasonable steps to see that the information reaches the user. Notwithstanding any other provision of the Agreement, Union Carbide shall have no obligation hereunder with respect to resales of Union Carbide products outside the United States of America or for export from the United States of America.

3. Ashland shall give Union Carbide prompt notice of any actual or threatened legal action or claim of which Ashland has notice and which would be covered by this Agreement. In addition, Ashland shall cooperate in all respects with Union Carbide in the defense of any such action and shall supply such information and make available such witnesses as may be required to permit Union Carbide to undertake whatever investigation and defense of the

50050

10/27 - Jack will
pass to Bill
McClure for O,
or refusal.

Uca

matter Union Carbide deems to be necessary. Union Carbide will defend at its expense any and all claims against Ashland arising out of the resale of Union Carbide asbestos products as packaged by Union Carbide, whether or not Union Carbide is a party to the action. Union Carbide shall have the sole right to defend or settle such action with attorneys of its own choosing.

4. In the event that facts are disclosed to Union Carbide ^{indicate that Ashland has changed, processed, or repackaged the} ~~which in the reasonably exercised opinion of Union Carbide would~~ ^{products without the consent of Union Carbide.} ~~justify the imposition of liability upon Ashland independent of any liability on the part of Union Carbide,~~ Union Carbide will notify Ashland of its position that Ashland may be separately liable, and Ashland shall defend the suit on its behalf. Both parties specifically agree that they will use their best efforts to resolve any differences of opinion in this question of independent liability so as to minimize the cost of defense of claims. In the event that Ashland fails to cooperate in the investigation or defense of any actual or threatened legal action or claim covered by this Agreement, Union Carbide may terminate its defense and indemnification of Ashland upon twenty (20) days written notice.

5. It shall be a sufficient giving of any notice or other communication required hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofore in writing designated. The date

of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

6. Union Carbide shall have the unilateral right to terminate this Agreement for any reason which it deems to be sufficient upon ninety (90) days written notice with respect to the sale of any of its products after such termination. Upon the expiration or termination of the agency arrangement between Montello and Ashland for the distribution of Union Carbide asbestos products, this Agreement shall terminate with respect to liabilities arising out of any resale of Union Carbide asbestos products thereafter occurring.

7. In the event that the indemnity provided by Union Carbide to Ashland hereby terminates, said termination will be without prejudice to the rights of the parties to seek, by way of cross-complaint or subsequent action, equitable contribution, equitable indemnity, comparative indemnity and/or contractual indemnity each against the other for any claims asserted by subsequent purchasers or users of Union Carbide asbestos products or by Montello.

8. The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of New York applicable to agreements to be performed entirely within such state.

9. This Agreement contains all of the representations and

agreements between the parties hereto with respect to the subject matter covered herein, but shall not act as a modification or impairment of any rights concerning the subject matter of this Agreement which Ashland has under the law whether statutory or otherwise. No modification of this Agreement or waiver of the terms and conditions thereof shall be binding upon either party unless approved in writing by an authorized representative of such party.

UNION CARBIDE CORPORATION,
Metals Division

ASHLAND CHEMICAL COMPANY,
Oil Fields Product Group

By: _____

By: _____

50053

AGREEMENT

THIS AGREEMENT, dated September __, 1983, by and between ASHLAND CHEMICALS COMPANY a Kentucky corporation having an office at _____ ("Ashland"), and UNION CARBIDE CORPORATION Metals Division, a New York corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 ("Union Carbide").

W I T N E S S E T H:

WHEREAS, Montello, Inc., an Oklahoma corporation ("Montello"), acts as a distributor of various Union Carbide asbestos products and has engaged Ashland as its agent in performing such distribution activities;

WHEREAS, Montello and Ashland resells Union Carbide asbestos products without changing, processing or re-packaging such products in any way; and

WHEREAS, Ashland has requested that Union Carbide hold harmless and indemnify Ashland from and against any claims which may be asserted against Ashland for injuries allegedly suffered by subsequent purchasers or users of Union Carbide asbestos products;

NOW, THEREFORE, in consideration of the foregoing premises and the provisions hereinafter set forth, it is hereby agreed:

1. By making this Agreement and performing its terms, neither Ashland nor Union Carbide is conceding that it has breached any duty or committed any act which would render it liable to a third party;

tions), inability to obtain material, equipment or transportation and any other similar or different occurrence. If, due to any such occurrence, Seller is unable to supply the total demand for the Products, Seller shall have the right to allocate its available supply among any or all purchasers as well as departments, divisions and subsidiaries of Seller. In no event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Distributor hereunder.

15. This Agreement contains all of the representations and agreements between the parties hereto. Any assignment of this Agreement by either party without prior written consent of the other party shall be void. No modification of this Agreement or waiver of the terms and conditions thereof shall be binding upon either party unless approved in writing by an authorized representative of such party, or shall be effected by the acknowledgment or acceptance of purchase order forms or releases containing other or different terms or conditions whether or not signed by an authorized representative of such party.

16. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

17. It shall be a sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as

the other party shall have heretofore in writing designated.
The date of giving any such notice or other communication shall
be the date on which such envelope was deposited as above pro-
vided. The Post Office receipt showing the date of such deposit
shall be prima facie evidence of these facts.

IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed as of the day and year first above
written.

UNION CARBIDE CORPORATION

By _____

Title _____

MONTELLO, INC.

By _____

Title _____

● SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
☒ Show to whom and date delivered
☐ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ 1.60

3. ARTICLE ADDRESSED TO:
 Mr. Stephen E. Foster
 Union Carbide Corp.,
 Old Ridgebury Rd., Danbury, CT 06817

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD P430 564 626
☐ EXPRESS MAIL
 (Always obtain signature of addressee or agent)

5. I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
 DATE OF DELIVERY 11-18-83
 11-18-83
 1983
 USPO

6. ADDRESSEE'S ADDRESS (only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

PS Form 3811, July 1982

RETURN RECEIPT

* GPO: 1982-379-603

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested"
- adjacent to number.



PENALTY FOR PRIVATE USE, \$300

RETURN
TO

Montello, Inc.

(Name of Sender)

6106 E. 32nd Place

(Street or P.O. Box)

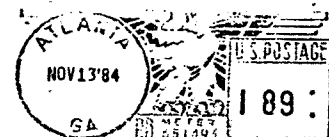
Tulsa, OK 74135

(City, State, and ZIP Code)

50031

Calidria
CORPORATION

17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA 30329



50032

FIRST CLASS

CLAIM CHECK
NO.

549782

☐ HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from
PS Form 3840-A
Oct. 1980

MR. KEN CAMPBELL
MONTELLO, INC.
6106 East 32 Place
Tulsa, Oklahoma 74135

REGISTERED MAIL

CERTIFIED

P 517 365 068

MAIL

Calidria

CORPORATION

17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA 30329 • ☎ (404) 321-6600 Ext. 340

REGISTERED MAIL

November 13, 1984

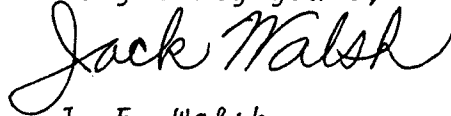
Mr. Ken Campbell
MONTELLO
6106 East 32 Place
Tulsa, Oklahoma 74063

Dear Ken:

The enclosed indemnification agreement is being sent to you as a replacement for the earlier indemnification agreement sent to you as attached to my letter dated September 25, 1984 between Montello and CALIDRIA Corporation. The new indemnification agreement is an offer by Union Carbide Corporation to enter into an indemnification agreement with Montello, Inc. and can only be accepted, if you so choose, by returning a fully signed and executed copy of the enclosed agreement to me no later than December 22, 1984.

I will look forward to receiving a copy of the executed agreement and the continuance of our business relationship.

Very truly yours,



J. E. Walsh
Manager, Distributor Sales

JEW/cb
Encl.

50033

Calidria

CORPORATION

17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA 30329 • ☎ (404) 321-6600 Ext. 340

September 25, 1984

Montello, Inc.
6106 East 32 Street
Tulsa, Oklahoma 74315

Attn: Mr. Kenneth N. Campbell, President

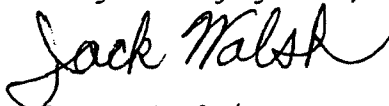
Dear Ken:

Confirming our phone conversation enclosed herewith are (i) two executed copies of a letter to Montello from Union Carbide Corporation terminating the Indemnification Agreement and requesting consent to assign the Montello distributorship agreement from Union Carbide to Calidria, and (ii) two executed copies of a new indemnification agreement between Calidria and Montello.

Also mailed on this date and directed to the attention of Pat Jayne at Ashland Chemicals Company were one executed copy of a letter to Ashland Chemicals Company terminating the Union Carbide Indemnification Agreement and two executed copies of a new indemnification agreement between Ashland and Calidria.

Please return one fully executed copy of the enclosed letter and the new distributor agreement between Calidria and Montello to my attention. Thank you.

Very truly yours,



J. E. Walsh
Manager, Distributor Sales

JEW/cb
Encls.

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

50034

UNION CARBIDE CORPORATION OLD RIDGEBURY ROAD, DANBURY, CT. 06817

August 31, 1984

Montello, Inc.
6106 East 32nd Street
Tulsa, Oklahoma 74315

Attn: Mr. Kenneth N. Campbell, President

Dear Mr. Campbell:

In connection with a worldwide restructuring of its metals and Asbestos businesses, Union Carbide Corporation has assigned its Asbestos business to its subsidiary, Calidria Corporation, effective as of April 1, 1984. Included among the assets so assigned was your firm's December 1, 1983 Distributor Agreement with Union Carbide Corporation.

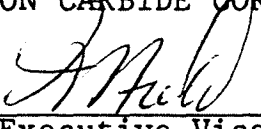
We would appreciate Montello, Inc.'s formally evidencing its consent to such assignment by countersigning and returning a copy of this letter.

As a result of this restructuring Union Carbide Corporation no longer produces asbestos. However, in order to avoid any ambiguity as to the status of the May 6, 1982 Agreement pursuant to which Union Carbide agreed to indemnify Montello, Inc. against certain liabilities arising in connection with the sale of Union Carbide asbestos products, Union Carbide hereby formally terminates that Agreement in accordance with numbered paragraph 6 thereof.

Sincerely yours,

UNION CARBIDE CORPORATION

By


Executive Vice President

The undersigned hereby consents
to the above described assignment:

MONTELLO, INC.

By

President

50035

Red - Changes in the agreement
made in alt agreement (thru Mar 85)

AGREEMENT

THIS AGREEMENT, dated as of April 1, 1984, by and between Montello Inc., a corporation having an office at 6106 East 32rd Place, Tulsa, Oklahoma 74135 ("Montello"), and CALIDRIA ^{U CAR} CORPORATION, a Delaware corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 ("Calidria").

W I T N E S S E T H:

WHEREAS, as of April 1, 1984 all the asbestos business of Union Carbide Corporation ("Union Carbide") has been assigned and transferred to Calidria;

WHEREAS, as a result of such assignment, that certain Distributor Agreement between Union Carbide and Montello dated as of December 1, 1982 and amended November 7, 1983 (the "Distributor Agreement") has been assigned by Union Carbide to Calidria; ^{U CAR} (?)

WHEREAS, as a result of such assignment Montello serves as a distributor for certain ^{U CAR} Calidria asbestos products pursuant to the Distributor Agreement;

WHEREAS that certain Agreement dated May 6, 1982 which is annexed as Exhibit B to the Distributor Agreement is of no force or effect with respect to Calidria asbestos products and as a result Montello has requested that ^{U CAR} Calidria hold harmless and indemnify Montello from and against any claims which may be asserted against Montello for injuries allegedly suffered by subsequent purchasers or users of Calidria asbestos products;

50036

NOW, THEREFORE, in consideration of the foregoing premises and the provisions hereinafter set forth, it is hereby agreed:

1. By making this Agreement and performing its terms, neither Montello nor ^{Ucar}Calidria is conceding that it has breached any duty or committed any act which would render it liable to a third party.

2. ^{Ucar}Calidria shall hold harmless and indemnify Montello from and against any liability based upon exposure to asbestos which Montello may incur to the extent such liability arises out of the resale by Montello of Calidria asbestos products as packaged by Calidria; provided, however, such indemnification obligation shall not apply if Montello has changed, processed or re-packaged such resold products in any way, nor acted in a negligent manner in the course of handling and reselling Calidria asbestos products and provided further that Montello has complied with all reasonable actions recommended from time to time by Calidria for the purpose of informing subsequent purchasers and users of Calidria asbestos products as to the safe use and handling of such products. It is agreed that Montello's responsibility to inform is limited to taking reasonable steps to see that the information reaches the user.

3. Montello shall give ^{Ucar}Calidria prompt notice of any actual or threatened legal action or claim of which Montello has notice and which would be covered by this Agreement. In addition, Montello shall cooperate in all respects with ^{Ucar}Calidria in the defense of any such action and shall supply such information and make available such witnesses as may be required to permit ^{Ucar}Calidria to undertake



THE DISCOVERY COMPANY

Calidria ASBESTOS

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N.Y. 14302 • TEL: 716-285-3311

LETTER AGREEMENT

September 22, 1971

Montello, Inc.
P.O. Box 130
Sand Springs, Oklahoma 74063

Attention: Mr. K. N. Campbell

Dear Sirs:

We propose to amend the November 30, 1970 contract between our companies in the following respects:

1. The following provision is substituted for the second sentence in Article 3 (a):

"Seller may increase the purchase prices in any calendar quarter year by giving at least ~~thirty (30)~~ ^{forty five (45)} days prior written notice to Buyer, provided that Seller shall not increase the purchase prices by more than 10% in any calendar year; and further provided that Distributor may refuse to accept the revised purchase prices by giving written notice to Seller fifteen (15) days before the revised purchase prices are to take effect, whereupon this Agreement shall immediately terminate."

2. In Article 5 (a), December 31, 1972 is changed to December 31, 1973.

If the foregoing amendments are acceptable to you, kindly so indicate by signing and returning to us the enclosed copy of this letter.

AGREED TO AND ACCEPTED
THIS 1st DAY OF Oct.,
1971:

MONTELLO, INC.

By X/C

Very truly yours,

UNION CARBIDE CORPORATION
Mining & Metals Division

By James W. Baulis

Vice President

50018



THE DISCOVERY COMPANY

Calidria ASBESTOS

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N.Y. 14302 • TEL: 716-285-3311

September 24, 1971

Mr. K. N. Campbell
Montello, Inc.
P.O. Box 130
Sand Springs, OK 74063

Dear Ken:

Per our discussions enclosed is a letter addendum to extend our contract to December 31, 1973. Please note that the existing contract is automatically renewed year after year unless cancelled with six months notice.

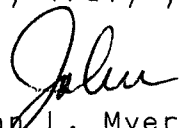
This letter will confirm that:

- 1) We cannot agree at this time to support any advertising costs.
- 2) We will allow a credit of \$2.50 for all our pallets returned to the plant in reusable condition. Acceptance is at the sole discretion of plant personnel.
- 3) We currently have 102,500 pounds of Oilbestos on hand at King City. Any sales of this material will be invoiced at 20¢/pound, which will include over-labeling with "Arcovis 953" if required.

We have checked with our bag supplier and found that a white on green bag is not practical. They suggest that we "reverse-print" the side panels and perhaps the top and bottom of the Super-Visbestos bag. When viewed in a stacked position it should look much different than a Visbestos bag, yet it should not be enough different to create "changeover problems". We can absorb the slight upcharge for the reverse-printing. Let me know what you decide.

Best personal regards to you and Harry.

Very truly yours,


John L. Myers

cc: Dr. H. B. Rhodes
KC-File

50019



THE DISCOVERY COMPANY

Calidria ASBESTOS

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N.Y. 14302 • TEL: 716-285-3311

June 3, 1971

Mr. K. N. Campbell
Montello, Inc.
P.O. Box 130
Sand Springs, OK 74063

Dear Ken:

Per our recent discussions, enclosed is a revised Appendix A for our distributor agreement. Please note that the price for SG-201 has been increased 0.25¢/lb., SG-444 (open) is increased 0.5¢/lb., and a new schedule of charges for special packaging is included. I raised the SG-444 (open) without polyethylene overwrap to coincide with the price for Arcovis-953 and the up-charge for the individual polyethylene overwraps.

Please indicate your acceptance by signing and returning the enclosed copy of this letter.

I have extended your 60-day payment terms until December 31, 1971 but would appreciate your gradual return to 30-day terms, if possible, before the end of the year.

Very best personal regards,

Very truly yours,



John L. Myers
Marketing Manager

Accepted and agreed
to this day of
 , 1971:

cc: Dr. H. B. Rhodes

By _____
(Title)

APPENDIX A
(Effective Date - August 1, 1971)

<u>Calidria Asbestos</u> <u>Product</u>	<u>Price, f. o. b. King City</u>	
	<u>¢ / lb.</u>	<u>\$/Ton</u>
SG-100	2.5	50.00
SG-144	3.0	60.00
SG-200	4.0	80.00
SG-201	4.0	80.00
SG-444 (Cracked Pellets)	13.0	260.00
SG-444 (Open)	14.5	290.00
W/polyethylene overwrap	15.0	300.00

Note: Above prices are for bags loaded loose in railcars or trucks. Following are extra charges for various packaging requirements:

	<u>¢ / lb.</u>	<u>\$/Ton</u>
Individual Polyethylene Overwraps	0.50	10.00
Unitized Pallets	0.25	5.00
Waxed Cardboard Pallet Cover	0.30	6.00
Shrink-Film Pallet Cover	0.20	4.00

AGREEMENT, made this ____ day of _____, 1970, between UNION CARBIDE CORPORATION, a New York corporation, having an office at 270 Park Avenue, New York, New York 10017 (hereinafter called "Seller"), and MONTELLO, INC., P.O. Box 1046, Sand Springs, Oklahoma (hereinafter called "Distributor");

W I T N E S S E T H:

WHEREAS, Seller produces and sells Calédria Asbestos products; and

WHEREAS, Distributor has know-how concerning production and use of asbestos for ~~oil~~ well drilling applications, is licensed to sell asbestos products for use in oil well drilling, and has a sales organization with technical service facilities; and

WHEREAS, Distributor is willing to solicit orders for the resale of the Calédria Asbestos products listed in Exhibit A attached hereto and made a part hereof (hereinafter called "Products");

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Seller hereby appoints Distributor as the exclusive distributor for the resale of the Products for use as additives to water or oil-based fluids used in the drilling, boring or reaming of (a) wells (oil, gas, water, injection, disposal), (b) holes (shot, core, instrumentation), and (c) shafts (mine, foundations) and for use in other related fluid applications such as packer fluids and work-over fluids.

2. Seller agrees to sell and Distributor agrees to buy *Max Supp*
for resale, upon the terms and conditions herein set forth, *Permit L.C.*
Products in such quantities as Distributor shall need in its *(multiple)*
business as a distributor of Products. Distributor shall exer-
cise its best efforts to develop the market for the Products
and to resell as large a quantity of the Products as possible.

3. (a) The purchase prices for the Products sold here-
under and the terms of delivery shall be as set forth in Schedule
A attached hereto and made a part hereof. Seller may revise the
purchase prices in the first quarter of each calendar year by
giving at least sixty (60) days' prior written notice; provided, *word:*
however, that Distributor may refuse to accept the revised pur-
chase price by giving notice to Seller thirty (30) days before
the revised purchase prices are to take effect, and this Agreement
shall immediately terminate. ^① Seller agrees to deliver to
Distributor within three (3) months after said termination, up
to 100,000 ^② () pounds of the Products at the price prevailing
on the date of such termination. *To John*
10/1/41
10/1/41

(b) In addition to the purchase price, Distributor
shall pay to Seller the amount of all taxes, excises or other
governmental charges that Seller may be required to pay on the
sale or transportation of any Product sold and delivered here-
under, except where the law otherwise provides.

4. (a) Payment shall be due *Terms 100*
60 days () days after
date of invoice, billed upon delivery at the designated F.O.B.
point. *"Standard terms, as mutually*

agreed with Credit Dept.
(B)

(b) Seller reserves the right at all times, either generally or with respect to any specific order by Distributor, to vary, change or limit the amount or duration of credit to be allowed to Distributor. Without limiting the generality of the foregoing, all deliveries hereunder are subject to the conditions that all indebtedness of Distributor to Seller due before the date of shipment shall first be paid.

5. (a) The term of this Agreement shall commence on July 1, 1970 and shall continue until December 31, 1972, and thereafter, unless terminated at any time by either party on at least six (6) months prior written notice.

(b) The provisions of Paragraph 5(a) above notwithstanding, Seller may terminate this Agreement at any time on at least three (3) months prior written notice if:

(i) Distributor fails to purchase the Products for resale in the following quantities:

<i>calendar</i>	1970	\$120,000.00
<i>years.</i>	1971	\$140,000.00
	1972	\$170,000.00
	1973	\$200,000.00

*Nov. 1,
prod. quantity*

(ii) Distributor files a petition in bankruptcy;
(iii) Distributor makes a general assignment for the benefit of creditors;

(iv) Distributor becomes insolvent;

(v) Any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated,

removed, eliminated, resigns or withdraws for any reason from Distributor; or

(vi) Distributor should fail to observe or perform one of the conditions hereunder and such default shall continue for fifteen (15) days after written notice of such default from Seller.

Any termination of this Agreement pursuant to this Paragraph (b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Seller may have against Distributor, and the provisions in Paragraph 3(a) regarding termination shall not apply.

6. Seller agrees that Distributor may sell the aforementioned Products under Distributor's own trade name. Upon mutually agreeable terms and conditions, the aforementioned Products may be packaged at Manufacturer's _____ plant in bags approved by Distributor.

7. (a) Seller agrees to make available to Distributor, at no charge, such technical information and Product Information sheets concerning the aforementioned Products as may assist Distributor in its market development efforts hereunder, and Seller may, in its sole discretion, provide assistance in the promotion of the Products.

(b) Distributor shall make available to Seller, at no charge, technical and marketing information concerning the aforementioned Products.

(c) It is understood that any information disclosed to either party by a third party under a secrecy agreement shall be exempted from the disclosure obligations of Paragraphs 7(a) and (b).

8. With respect to confidential or proprietary information, neither party shall, to the extent possible, disclose such information without giving the other a mutually acceptable written description of the information disclosed. The party to whom such information is disclosed agrees to keep such information confidential for a period of five (5) years from the date of disclosure and not to disclose such information to others except its employees who have signed agreements obligating them to the disclosing party to the same extent their employer is obligated hereunder. The aforementioned obligations shall not apply when and to the extent such information was known to the disclosing party prior to receipt and is documented in records made prior to such disclosure or when, after and to the extent such information is generally available to the public, or is subsequently received by the party to whom disclosure was made in good faith from a third party.

9. The purchase prices listed in Schedule A shall not apply to any Product ordered for use by Distributor or for resale to a business organization owned or controlled, directly or indirectly by or affiliated with, Distributor for its use, and instead Seller's standard list prices in effect at the time of shipment shall apply. Distributor shall identify such transactions on

its purchase orders.

10. Seller warrants that the Product sold hereunder will infringe no claim of any United States patent covering such Product itself, but Seller does not warrant against infringement by reason of the use of such Product in combination with other articles or material or in the practice of any process. Distributor warrants that the resale or use of the Products in combination with other articles or material or in the practice of any process will infringe no claim of any United States patent. In the event of a breach by either party of the aforesaid warranties in this Paragraph 10, that party will hold harmless and indemnify the other party from any claims, liability or damages resulting therefrom.

11. This Agreement does not create any employer-employee, agency, joint venture or partnership relationship between Seller and Distributor. Distributor is not authorized or empowered to act as agent for Seller for any purpose and shall not on behalf of Seller either enter into any contract, undertaking or agreement of any kind whatever or make any promise, warranty or representation with respect to the Products other than such as may be published by Seller in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

12. Seller warrants that at the time of shipment the Products delivered hereunder will meet Seller's applicable standard

specifications for such Products in effect at the time of shipment or such other specifications as have been expressly agreed upon with Buyer in writing. THE FOREGOING WARRANTIES IN THIS PARAGRAPH 12 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO ANY PRODUCT DELIVERED HEREUNDER WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN AS EXPRESSLY SET FORTH AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

13. Distributor's receipt of the Products delivered hereunder shall be an unqualified acceptance of, and a waiver by Distributor of any and all claims with respect to said Products unless Distributor gives Seller written notice of claim within thirty (30) days after such receipt. No claim against Seller, of any kind, whether as to Products delivered or for nondelivery of Products, and whether or not based on negligence, shall be greater in amount than the purchase price of the Product in respect of which such claim is made. In no event shall Seller be liable for any special, indirect or consequential damages, whether or not caused by or resulting from the negligence of Seller.

2 ck
1 Eng

14. Neither party shall be liable for its failure to perform hereunder (other than its failure to pay money) caused by circumstances beyond its control, including but not limited to acts of God, fire, floods, wars, sabotage, accidents, labor disputes or shortages, government actions (including but not limited to priorities, requisitions, allocations and price adjustment restric-

3. PRICES.

(a) The purchase price and accessorial charges for Products sold and delivered to Distributor's stocks or Distributor's customers shall be those set forth in Exhibit A.

(b) Distributor shall pay to Union Carbide as part of the purchase price the amount of all taxes, excises or other governmental charges that Union Carbide may be required to pay on the sale or transportation of any Products sold and delivered hereunder, except where the law otherwise provides.

4. DELIVERY AND PAYMENT.

(a) All Products purchased by Distributor hereunder shall be delivered to Distributor's stock or to the Distributor's customer and title shall pass f.o.b. Union Carbide's shipping location. All transportation charges shall be paid by Distributor or by Distributor's customer.

(b) Terms of payment shall be net cash thirty (30) days from invoice date.

(c) Union Carbide reserves the right at all times, either generally or with respect to any specific order by Distributor, to vary, change or limit the amount or duration of credit to be allowed to Distributor. Without limiting the generality of the foregoing, all deliveries hereunder are subject to the condition that all indebtedness of Distributor to Union Carbide due before the date of shipment shall first be paid.

5. ACCEPTANCE OF ORDERS.

All purchase orders hereunder are subject to acceptance by Union

Carbide at its King City, California, office. The right to reject any order is reserved by Union Carbide, even if a previous quotation has been made. An order is accepted by Union Carbide when shipped or when it is acknowledged in writing.

6. TRADEMARKS.

Distributor shall not incorporate under or otherwise make use of the name of Union Carbide or any of its divisions or subsidiaries, or make use of any trademarks or trade names of Union Carbide, or any trademark or trade name which in the judgment of Union Carbide is confusingly similar thereto, or make use of any sales promotion or literature, displays or stationery of Union Carbide, without the prior written consent of Union Carbide. Distributor shall not alter or remove any trademark or trade name applied by Union Carbide to the Products at its manufacturing facilities. Distributor's covenant under this Article 6 shall survive termination of this Agreement.

7. WARRANTY AND INDEMNIFICATION.

(a) Union Carbide warrants that at the time of shipment all Products delivered hereunder will meet Union Carbide's applicable standard specifications for such Products in effect at the time of shipment or such other specifications as have been expressly agreed upon with Distributor in writing. THERE ARE NO EXPRESS WARRANTIES BY UNION CARBIDE OTHER THAN THOSE SPECIFIED IN THIS ARTICLE 7(a). NO WARRANTIES BY UNION CARBIDE (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) SHALL BE IMPLIED OR

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OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(b) Union Carbide and Distributor are the parties to an Indemnification Agreement dated May 6, 1982, concerning the liabilities and responsibilities of the parties to this agreement with respect to any injuries to third parties. The Indemnification Agreement is attached hereto as Exhibit B and is expressly made a part hereof. Wherever there is a conflict between this Agreement and said Indemnification Agreement, the Indemnification Agreement will control.

8. PARTY RELATIONSHIP.

This Agreement shall not create any employer-employee, agency, joint venture or partnership relationship between Union Carbide and Distributor. Distributor is not authorized or empowered to act as agent for Union Carbide for any purpose and shall not on behalf of Union Carbide either enter into any contract, undertaking or agreement of any kind whatever to make any promise, warranty or representation with respect to the Products other than such as may be published by Union Carbide in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

9. FORCE MAJEURE.

Neither party shall be liable for its failure to perform hereunder (other than its failure to pay money) caused by

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circumstances beyond its control, including but not limited to acts of God, fire, floods, wars, sabotage, accidents, labor disputes (whether or not it is the power of the party to settle the same) or shortages, government actions (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation and any other similar or different occurrence. The party whose performance is prevented by any such occurrence shall have the right to suspend or reduce deliveries of Products during the period of the continuance of such occurrences and the total quantity of Products deliverable under the Agreement shall be reduced by the quantity of the deliveries so omitted. In the event of inability to supply the total demands for Products covered by this Agreement, Union Carbide may allocate its available supply among any or all customers as well as departments, divisions and subsidiaries of Union Carbide. Any such suspension, reduction or allocation in the quantity deliverable hereunder shall not be greater than the percentage reduction to other customers or departments, divisions and subsidiaries of Union Carbide taken in the aggregate, unless mutually agreed upon. In no event shall Union Carbide be obligated to purchase Products from others in order to enable it to deliver Products to Distributor hereunder.

10. DURATION AND TERMINATION.

(a) The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until terminated, with or without cause, by either party giving to the other party

written notice of termination at least six (6) months prior to the effective date of such termination, unless earlier terminated as provided in Article 10(b). The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement with respect to all orders accepted pursuant to Article 5 above and Products delivered hereunder prior to the effective date of such termination. Whichever party terminates the Agreement under this Article 10(a) shall bear the cost and responsibility for all finished stocks, packaging materials and other related supplies remaining in either party's possession as of the effective date of such termination.

(b) Union Carbide may terminate this Agreement at any time upon written notice to Distributor if (i) Distributor files a petition in bankruptcy, (ii) Distributor makes a general assignment for the benefit of creditors, (iii) a receiver for Distributor is appointed, (iv) Distributor becomes insolvent, (v) any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Distributor, or (vi) Distributor shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued for ten (10) days after written notice of said breach from Union Carbide. Any termination of this Agreement pursuant to this Article 10(b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Union Carbide may have against Distributor.

11. ASSIGNMENT.

Any assignment or modification of this Agreement by either party without the prior written consent of the party shall be void.

12. EXECUTION AND INTERPRETATION.

(a) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

(b) No change in, addition to, or waiver of the terms or conditions hereof shall be binding upon either party unless approved in writing an authorized representative, and no modification shall be effected by the acknowledgment or acceptance of release or purchase order forms containing other or different terms or conditions whether or not signed by an authorized representative of such party.

(c) It shall be a sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof with the United States Postal Service in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofor in writing designated. The date of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

(d) This Agreement supersedes as of the date hereof any existing agreement between the parties relating to the purchase and sale of or solicitation of orders for Products including, but not

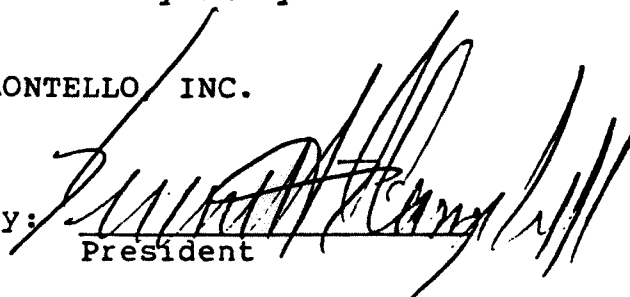
limited to, that agreement between the parties dated November 30th, 1970. This Agreement incorporates but does not supersede the Indemnification Agreement dated May 6, 1982, as the latter is not an agreement relating to the purchase and sale of or solicitation of Products as anticipated by the immediately preceding sentence.

(e) The article headings used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MONTELLO INC.

UNION CARBIDE CORPORATION
Metals Division

By: 

President

By: _____

Vice President

MONTELLO

EXHIBIT A

(EFFECTIVE DECEMBER 1, 1982)

<u>"CALIDRIA"</u> <u>Name</u>	<u>Product Form</u>	<u>Packaging</u>	<u>Montello</u> <u>Name</u>	<u>Price, \$2000 lb.</u> <u>FOB Plant</u>
SG-200X	1/8" Pellets	50 lbs. Bags	UNIVIS	210.00
SG-200X	1/8" Pellets	44 lbs. Bags	TELVIS	200.00
SG-201	Crushed Pellets	50 lbs. Bags	SUPERVISBESTOS (CSV)	200.00
SG-201	Crushed Pellets	50 lbs Bags	SHURLIFT	200.00

NOTE: SG-200X (TELVIS) pricing is based on distributor furnishing bags. SG-200X (UNIVIS) and SG-201 (SUPERVISBESTOS, CSV and SHURLIFT) bags will be supplied by Union Carbide. Bags are individually shrink-filmed at no extra charge. Prices are based on loose loading of bags (not palletized) in railcars or trucks. Extra charges for special packaging and other services are noted below. Open trucks can only be used if dust and sift-proof bags are palletized and shrink-filmed.

Special Requirement

Added Cost

Palletized & Shrink-Wrapped Pallet	\$21.00/2000 lbs.
Marking each bag	\$ 5.00/2000 lbs
Unidentified, based on labor rate of	\$19.00/hr.
Re-usable pellets returned	\$ 6.00/2000 lbs (credit)

MONTELLO
EXHIBIT B
AGREEMENT

THIS AGREEMENT, dated May 6, 1982, by and between MONTELLO, INC. ("Montello"), an Oklahoma corporation, having an office at 6106 East 32nd Place, Tulsa, Oklahoma 74063, and UNION CARBIDE CORPORATION ("Union Carbide"), a New York corporation, having an office at Old Ridgebury Road, Danbury, Connecticut 06817,

WITNESSETH:

WHEREAS, Montello acts as a distributor of various Union Carbide asbestos products; and

WHEREAS, Montello resells Union Carbide asbestos products without changing, processing or re-packaging such products in any way; and

WHEREAS, Montello has requested that Union Carbide hold harmless and indemnify Montello from and against any claims which may be asserted against Montello for injuries allegedly suffered by subsequent purchasers or users of Union Carbide asbestos products;

NOW, THEREFORE, in consideration of the foregoing premises and the provisions hereinafter set forth, it is hereby agreed:

1. By making this Agreement and performing its terms, neither Montello nor Union Carbide is conceding that it has breached any duty or committed any act which would render it liable to a third party;

2. Union Carbide shall hold harmless and indemnify Montello from and against any liability arising out of the resale of Union Carbide asbestos products as packaged by Union Carbide, provided that Montello shall not have changed, processed or re-packaged such products in any way; nor acted in a negligent

manner in the course of handling and reselling such products and provided further that Montello shall have complied with all reasonable actions recommended by Union Carbide from time to time for the purpose of informing subsequent purchasers and users of Union Carbide asbestos products as to the safe use and handling of such products. It is agreed that Montello's responsibility to inform is limited to taking reasonable steps to see that the information reaches the user.

3. Montello shall give Union Carbide prompt notice of any actual or threatened legal action or claim of which Montello has notice and which would be covered by this Agreement. In addition, Montello shall cooperate in all respects with Union Carbide in the defense of any such action and shall supply such information and make available such witnesses as may be required to permit Union Carbide to undertake whatever investigation and defense of the matter Union Carbide deems to be necessary. Union Carbide will defend at its expense any and all claims against Montello arising out of the resale of Union Carbide asbestos products as packaged by Union Carbide, whether or not Union Carbide is a party to the action. Union Carbide shall have the sole right to defend or settle such action with attorneys of its own choosing.

4. In the event that facts are disclosed to Union Carbide which in the reasonably exercised opinion of Union Carbide would justify the imposition of liability upon Montello independent of any liability on the part of Union Carbide, Union Carbide will notify Montello of its position that Montello may be separately liable, and Montello shall defend the suit on its behalf. Both parties specifically agree that they will use their best efforts to resolve any differences of opinion in this question of independent liability so as to minimize the cost of

defense of claims. In the event that Montello fails to cooperate in the investigation or defense of any actual or threatened legal action or claim covered by this Agreement, Union Carbide may terminate its defense and indemnification of Montello upon twenty (20) days written notice.

5. It shall be a sufficient giving of any notice or other communication required hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofore in writing designated. The date of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

6. Union Carbide shall have the unilateral right to terminate this Agreement for any reason which it deems to be sufficient upon ninety (90) days written notice with respect to the sale of any of its products after such termination.

7. In the event that the indemnity provided by Union Carbide to Montello hereby terminates, said termination will be without prejudice to the rights of the parties to seek, by way of cross-complaint or subsequent action, equitable contribution, equitable indemnity, comparative indemnity and/or contractual indemnity each against the other for any claims asserted by subsequent purchasers or users of Union Carbide asbestos products.

8. The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of New York applicable to agreements to be performed entirely within such state.

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9. This Agreement contains all of the representations and agreements between the parties hereto with respect to the subject matter covered herein, but shall not act as a modification or impairment of any rights concerning the subject matter of this Agreement which Montello has under the law whether statutory or otherwise. No modification of this Agreement or waiver of the terms and conditions thereof shall be binding upon either party unless approved in writing by an authorized representative of such party.

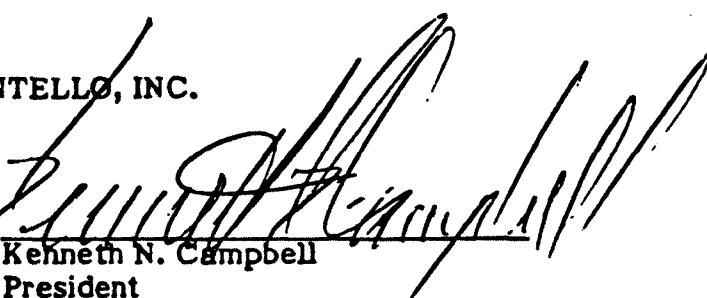
UNION CARBIDE CORPORATION
Metals Division

By:


William D. Thurber
Vice President

MONTELLO, INC.

By:


Kenneth N. Campbell
President

50017

AGREEMENT, made this ~~11~~ day of ~~January~~, 1970, between UNION CARBIDE CORPORATION, a New York corporation, having an office at 270 Park Avenue, New York, New York 10017 (hereinafter called "Seller"), and MONTELLO, INC., P.O. Box 1046, Sand Springs, Oklahoma (hereinafter called "Distributor");

W I T N E S S E T H:

WHEREAS, Seller produces and sells Calidria Asbestos products; and

WHEREAS, Distributor has know-how concerning ~~production~~ ^{the} and use of asbestos for ~~oil~~ well drilling applications, is licensed to sell asbestos products for use in ~~oil~~ well drilling, and has a sales organization with technical service facilities; and

WHEREAS, Distributor is willing to solicit orders for the resale of the Calidria Asbestos products listed in Exhibit A attached hereto and made a part hereof (hereinafter called the "Products");

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Seller hereby appoints Distributor as the exclusive distributor for the resale of the Products listed in Exhibit A and any substantially similar products Seller may develop and market, for use as additives to water or oil-based fluids used in the drilling, boring or reaming of (a) wells (oil, gas, water, injection, disposal), (b) holes (shot, core, instrumentation), and

UNION CARBIDE CORPORATION

DISTRIBUTOR AGREEMENT

12/1/82

This AGREEMENT, made as of the 15th day of July, 1982, between UNION CARBIDE CORPORATION, a New York corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 (hereinafter called "Union Carbide"), and Montello, Inc., 6106 East 32nd Place, Tulsa, Oklahoma 74135 (hereinafter called "Distributor");

1. DISTRIBUTORSHIP.

Union Carbide hereby appoints Distributor for the resale of those "CALIDRIA" asbestos products listed in Exhibit A attached hereto and made a part hereof (hereafter called "Products"). Union Carbide shall have the right at any time to make additions, deletions or modifications to the Exhibit A, set forth herein by giving Distributor thirty (30) days prior written notice of each such revision.

2. SHIPMENTS.

- (a) Union Carbide agrees to sell and Distributor agrees to buy for resale and shipment to Distributor's stocks, or Distributor's customers, carload or Truckload quantities upon the terms and conditions herein set forth.
- (b) Distributor agrees to maintain in its own warehouses such quantities as Distributor shall need to permit satisfactory service of customers.

3. PRICES.

- (a) The purchase price and accessorial charges for Products sold and delivered to Distributor's stocks or Distributor's customers shall be those set forth in Exhibit A.
- (b) Distributor shall pay to Union Carbide as part of the purchase price the amount of all taxes, excises or other governmental charges that Union Carbide may be required to pay on the sale or transportation of any Products sold and delivered hereunder, except where the law otherwise provides.

4. DELIVERY AND PAYMENT.

- (a) All Products purchased by Distributor hereunder shall be delivered to Distributor's stock or to the Distributor's customer and title shall pass f.o.b. Union Carbide's shipping location. All transportation charges shall be paid by Distributor or by Distributor's customer.
- (b) Terms of payment shall be net cash thirty (30) days from invoice date.
- (c) Union Carbide reserves the right at all times, either generally or with respect to any specific order by Distributor, to vary, change or limit

the amount or duration of credit to be allowed to Distributor. Without limiting the generality of the foregoing, all deliveries hereunder are subject to the condition that all indebtedness of Distributor to Union Carbide due before the date of shipment shall first be paid.

5. ACCEPTANCE OF ORDERS.

All purchase orders hereunder are subject to acceptance by Union Carbide at its King City, California, office. The right to reject any order is reserved by Union Carbide, even if a previous quotation has been made. An order is accepted by Union Carbide when shipped or when it is acknowledged in writing.

6. TRADEMARKS.

Distributor shall not incorporate under or otherwise make use of the name of Union Carbide or any of its divisions or subsidiaries, or make use of any trademarks or trade names of Union Carbide, or any trademark or trade name which in the judgment of Union Carbide is confusingly similar thereto, or make use of any sales promotion or literature, displays or stationery of Union Carbide, without the prior written consent of Union Carbide. Distributor shall not alter or remove any trademark or trade name applied by Union Carbide to the Products at its manufacturing facilities. Distributor's covenant under this Article 6 shall survive termination of this Agreement.

7. INJURIES TO THIRD PARTIES.

*add (a) - std. -
warranty
paragraph* Union Carbide and Distributor are the parties to an Indemnification Agreement dated May 6, 1982, concerning the liabilities and responsibilities of the parties to this Agreement with respect to any injuries to third parties. The Indemnification Agreement is attached hereto as Exhibit B and is expressly made a part hereof. Wherever there is a conflict between this Agreement and said Indemnification Agreement, the Indemnification Agreement will control.

8. PARTY RELATIONSHIP.

This Agreement shall not create any employer-employee, agency, joint venture or partnership relationship between Union Carbide and Distributor. Distributor is not authorized or empowered to act as agent for Union Carbide for any purpose and shall not on behalf of Union Carbide either enter into any contract, undertaking or agreement of any kind whatever to make any promise, warranty or representation with respect to the Products other than such as may be published by Union Carbide in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

9. FORCE MAJEURE.

Neither party shall be liable for its failure to perform hereunder (other than its failure to pay money) caused by circumstances beyond its control, including but not limited to acts of God, fire, floods, wars, sabotage, accidents, labor disputes (whether or not it is within the power of the party to settle the same) or shortages, government actions (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation and any other similar or different

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occurrence. The party whose performance is prevented by any such occurrence shall have the right to suspend or reduce deliveries of Products during the period of the continuance of such occurrence and the total quantity of Products deliverable under the Agreement shall be reduced by the quantity of the deliveries so omitted. In the event of inability to supply the total demands for Products covered by this Agreement, Union Carbide may allocate its available supply among any or all customers as well as departments, divisions and subsidiaries of Union Carbide. Any such suspension, reduction or allocation in the quantity deliverable hereunder shall not be greater than the percentage reduction to other customers or departments, divisions and subsidiaries of Union Carbide taken in the aggregate, unless mutually agreed upon. In no event shall Union Carbide be obligated to purchase Products from others in order to enable it to deliver Products to Distributor hereunder.

10. DURATION AND TERMINATION.

- 30 days*
- (a) The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until terminated, with or without cause, by either party giving to the other party written notice of termination at least six (6) months prior to the effective date of such termination, unless earlier terminated as provided in Article ~~4~~ (b). The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement with respect to all orders accepted pursuant to Article 5 above and Products delivered hereunder prior to the effective date of such termination.
- (b) Union Carbide may terminate this Agreement at any time upon written notice to Distributor if (i) Distributor files a petition in bankruptcy, (ii) Distributor makes a general assignment for the benefit of creditors, (iii) a receiver for Distributor is appointed, (iv) Distributor becomes insolvent, (v) any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Distributor, or (vi) Distributor shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued for ten (10) days after written notice of said breach from Union Carbide. Any termination of the Agreement pursuant to this Article ~~4~~ (b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Union Carbide may have against Distributor.

11. ASSIGNMENT.

Any assignment or modification of this Agreement by either party without the prior written consent of the other party shall be void.

12. EXECUTION AND INTERPRETATION.

- (a) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

50090

November 19, 1982

Mr. Kenneth N. Campbell
President
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma

Re: Union Carbide Distributor Agreement
and OSHA Related Information

Dear Mr. Campbell:

I received a copy of your letter of October 11, 1982 to Jack Walsh regarding the referenced materials.

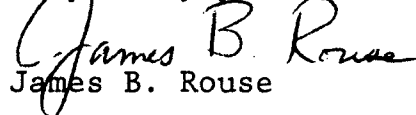
The OSHA-related information looks fine as modified from an earlier draft sent to Jack last August. My only change would be in the heading of the supplemental sheet: Montello Supplemental Information to the Report by R.L. Smith of Union Carbide, dated March 24, 1981. (Changes are underscored.) With those minor corrections, the package is ready to go, including the August 1982 monitoring data, which I understand that Blair Ingalls has provided.

Enclosed please find executed originals of our distributor agreement, which has the following changes from your October 11, 1982 version:

- Our standard warranty language has been inserted as Article 7(a). Because of the Indemnification Agreement of May 6, 1982, the balance of our standard clause is inapplicable.
- The notice of termination under Article 10(a) has been revised to our customary 30 days.
- There is a minor wording change to Article 12(d), second sentence.

Otherwise, the Agreement is unchanged. If you find the Agreement acceptable to Montello, please execute both originals and return one version to Jack Walsh.

Very truly yours,


James B. Rouse

JBR/jef
Enclosure
cc: Mr. J.E. Walsh

50092

4800 full S.V. bags & inventory
200 full Univs " @ King City

Super Vinkster Requirements

3/13/85-

Milchem - Melco Peru 3100 bags
order 3100 June and Sept 85-

Dresser Thailand 750 bags
order April 25th

No word on South America or India
Orders.

Do we want to put another load
or two in Peru with Agri Empressa?

5970

- 840

5130 now 3/20

1800 ship by 3/26 for Milchem Peru

3330

800 Prod Co ?

2530

750 Dresser way

1780

1300 Milchem Peru ~~700~~ June?

480

50094

COOL
1/22/85 - John Myers -
408 + 385 - 5961

Potential Buyer -

- few weeks (2 or 3)

Ft. Lauderdale - Fla,
Next HIA

Mar - 11th (wk of)

2/8/85

Jack Walsh - 404 + 380 - 3595

- ~~Prospective~~ Prospective buyer
status?
- Rajah claims (Rayco)
to have the b.c.
- Extended validity date
to Feb 28.

300 Mpt tons S Vis
(#1 - 100
bal in 2 shipments)

~~the the the~~

→ No sale yet

→ still up for grabs

All R & D @ Niag Flls
re "metals" were
dropped (Umetco &
California)

We call Mar 1 ask for another
Jack 90 day extension

2/27/85 11:15 - am, mach (WCB)
→ Jack Walsh 404+320-5595

- ~~that~~ Amy, news re
any sale? Nothing concrete
- Need another 3 min.
extension (dies Mar 22)

- IMCO - re Sur/Idt -
- SLint & SV's (RTU's
max)

1600 - 1800 sk or so.
- Any possibility of a
return?

- (We told 'em No!)

[6737 empty bags - we billed 'em -
they said "won't pay" - gonna
ship overseas"]

⊗ 4M sk SV's - Peru

Dresser -

750-MAR 8 order 1M sk early Mar

750-Air Bk-6/1 1M June - July
1M Sept - Oct.

(Hold price?)

Return policy -

- ship to plant
- our invoice price less
20% reworking

- But No on private labels

- (Cannot rebag at all)

→ closed processing loop/lime

- Down to box & wks on the
extension of Hld. Hrm/rts. -
- Status? (getting a little "sunny")
- H'll F/M this week - call me
prox pr: - 3/2/85.

5/6/85 Jack W/134
404 + 320 - 3595

7/1 - 2/28/85

Univis 1720 Bags

Super Vis 13890
6450

26790 Bags

Total 28510

Cost 5²⁵ 163932.50
Comm 1²⁵ 49892.50

213825.00

S.P. K.C.
1050 299355.00
From Bag

50099

TO: Asbestos Information Association/North America
1745 Jefferson Davis Highway
Arlington, Virginia 22202 • Phone (703) 979-1150

(Date) _____



Please forward the materials noted below. We understand that we will be billed for costs plus shipping charges, and that prices are subject to change without notice.

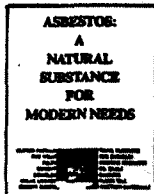
Handbook—"ASBESTOS—Federal & State Regulations" in three-ring binder.
\$40.00 each.

Quantity _____



A monthly report of items of interest to the asbestos industry. \$75.00 per year to non-AIA/NA members.

Quantity _____



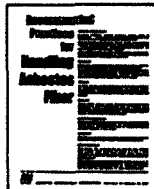
"Asbestos: A Natural Substance for Modern Needs" An overview of asbestos and current use in products. 5½ x 8½ \$.75 each.

Quantity _____



"What You Should Know About Asbestos and Health." Employee information pamphlet. 5"x7" \$.35 each.

Quantity _____



"Recommended Practices for Handling Asbestos Fiber." Heavy coated stock poster, 11"x14" printed blue on white for employee information boards. \$.30 each.

Quantity _____

Also available in 3¼" x 9" pamphlet form suitable for mailing in #10 envelope.
\$.20 each.

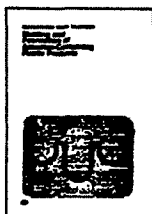
Quantity _____

Booklets—"Friction Materials Work Practices Guide"—\$.15 each.

Quantity _____

"Recommended Work Procedures for Resilient Floor Coverings"
\$.20 each.

Quantity _____



Booklets—Recommended Work Practices

"Fabrication and Use of Asbestos Paper Products"
\$1.50 each.

Quantity _____

"Shop Fabrication of Asbestos Sheet Products"
\$1.50 each.

Quantity _____

"Molding and Fabrication of Asbestos Containing Plastic Products"
\$1.50 each.

Quantity _____

"Fabrication and Use of Asbestos Friction Materials"
\$1.50 each.

Quantity _____

"Use and Handling of Asbestos Textile Products"
\$1.50 each.

Quantity _____

"Field Fabrication of Asbestos-Cement Sheet"
\$1.25 each.

Quantity _____

"Recommended Work Practices for A/C Pipe"
\$.50 each.

Quantity _____

"Recommended Work Practices for Using Asbestos in Drilling Mud"
\$.45 each.

Quantity _____

rev (6/84)

50100

Booklet— "Working With Asbestos Cement"
\$.50 each.

Quantity _____

Pamphlets— "Asbestos in the Atmosphere"
\$.25 each.

Quantity _____

"Asbestos in Water—A hazard to health?"
\$.25 each.

Quantity _____

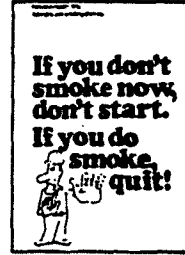
Poster Series— "Asbestos Health Hints for the Workplace." 15"x23" in
various colors. Available at \$.50 each or complete series
at \$3.00.



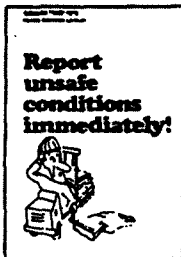
Quantity _____



Quantity _____



Quantity _____



Quantity _____



Quantity _____



Quantity _____

Set of Six Posters _____
(Quantity)

Films— AIA/NA can make available, on a loan basis and at no charge, the
educational/training 16 mm films: "Working With Asbestos" (J-M,
20 min.); "Living With Dust" (3M, 15 min.); and "Asbestos at Work"
(AIC-UK, 20 min.).

Slide Presentation— "Asbestos: A Natural Product for Modern Needs"
(35mm - 20 min.)

Special Shipping Instructions:
(Please Include Street Address)

Company

Address

City State Zip

Signature

- (b) No change in, addition to, or waiver of the terms or conditions hereof shall be binding upon either party unless approved in writing by an authorized representative, and no modification shall be effected by the acknowledgment or acceptance of release or purchase order forms containing other or different terms or conditions whether or not signed by an authorized representative of such party.
- (c) It shall be a sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof with the United States Postal Service in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofore in writing designated. The date of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.
- (d) This Agreement supersedes as of the date hereof any existing agreement between the parties relating to the purchase and sale of or solicitation of orders for Products including, but not limited to, that agreement between the parties dated November 30th, 1970. This Agreement does not supersede the Indemnification Agreement dated May 6, 1982, as ~~it~~ is not an agreement relating to the purchase and sale of or solicitation of Products as anticipated by the immediately preceding sentence.
- (e) The article headings used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the terms and conditions set forth herein.

incorporates, but
the latter

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UNION CARBIDE CORPORATION
METALS DIVISION

By: _____

By: _____

Title: _____

Title: VICE-PRESIDENT

50091

1970	\$120,000.00
1971	\$140,000.00
1972	\$170,000.00
1973	\$200,000.00

(ii) Distributor files a petition in bankruptcy;
(iii) Distributor makes a general assignment for the benefit of creditors;

(iv) Distributor becomes insolvent;

(v) Any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Distributor; or

(vi) Distributor should fail to observe or perform one of the conditions hereunder and such default shall continue for fifteen (15) days after written notice of such default from Seller.

Any termination of this Agreement pursuant to this Paragraph (b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Seller may have against Distributor, and the provisions in Paragraph 3(a) regarding termination shall not apply.

6. Seller agrees that Distributor may sell the aforementioned Products under Distributor's own trade name; provided, however, that Distributor shall not use any trademark of Seller. Upon mutually agreeable terms and conditions, the aforementioned Products may be packaged at Seller's King City, California plant

in bags approved by Distributor.

7. The purchase prices listed in Schedule A shall not apply to any Product ordered for use by Distributor or for resale to a business organization owned or controlled, directly or indirectly by or affiliated with, Distributor, for its use, and instead Seller's standard list prices in effect at the time of shipment shall apply. Distributor shall identify such transactions on its purchase orders. X

Handwritten: No liability for infringement

8. Seller warrants that the Product sold hereunder will infringe no claim of any United States patent covering such Product itself, but Seller does not warrant against infringement by reason of the use of such Product in combination with other articles or material or in the practice of any process. Distributor warrants that the resale or use of the Products in combination with other articles or material or in the practice of any process will infringe no claim of any United States patent. In the event of a breach by either party of the aforesaid warranties in this Paragraph 8, that party will hold harmless and indemnify the other party from any claims, liability or damages resulting therefrom.

9. This Agreement does not create any employer-employee, agency, joint venture or partnership relationship between Seller and Distributor. Distributor is not authorized or empowered to act as agent for Seller for any purpose and shall not on behalf of Seller either enter into any contract, undertaking or agreement of any kind whatever or make any promise, warranty or

50072

representation with respect to the Products other than such as may be published by Seller in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

10. Seller warrants that at the time of shipment, the Products delivered hereunder will conform to the specifications contained in Exhibit B attached hereto and made a part hereof. THE FOREGOING WARRANTIES IN THIS PARAGRAPH 10 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO ANY PRODUCT DELIVERED HEREUNDER WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN AS EXPRESSLY SET FORTH AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

11. Distributor's receipt of the Products delivered hereunder shall be an unqualified acceptance of, and a waiver by Distributor of any and all claims with respect to said Products unless Distributor gives Seller written notice of claim within thirty (30) days after such receipt. No claim against Seller of any kind, whether as to Products delivered or for nondelivery of Products, and whether or not based on negligence, shall be greater in amount than the purchase price of the Product in respect of which such claim is made. In no event shall Seller be liable for any special, indirect or consequential damages, whether or not caused by or resulting from the negligence of Seller.

12. Neither party shall be liable for its failure to perform

hereunder (other than its failure to pay money) caused by circumstances beyond its control, including but not limited to acts of God, fire, floods, wars, sabotage, accidents, labor disputes or shortages, government actions (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation and any other similar or different occurrence. If, due to any such occurrence, Seller is unable to supply the total demand for the Products, Seller shall have the right to allocate its available supply among any or all purchasers as well as departments, divisions and subsidiaries of Seller. In no event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Distributor hereunder.

13. This Agreement contains all of the representations and agreements between the parties hereto. Any assignment of this Agreement by either party without prior written consent of the other party shall be void. No modification of this Agreement or waiver of the terms and conditions thereof shall be binding upon either party unless approved in writing by an authorized representative of such party, or shall be effected by the acknowledgment or acceptance of purchase order forms or releases containing other or different terms or conditions whether or not signed by an authorized representative of such party.

14. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

15. It shall be a sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the other party shall have heretofore in writing designated. The date of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

UNION CARBIDE CORPORATION

By _____

Title _____

MONTELLO, INC.

By _____

Title _____

UNION CARBIDE CORPORATION OLD RIDGEBURY ROAD, DANBURY, CT. 06817
LAW DEPARTMENT

January 7, 1983

Mr. Kenneth N. Campbell
President
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

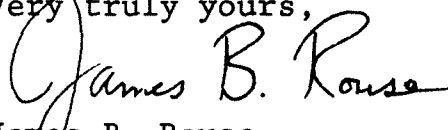
Re: Union Carbide Distributor Agreement

Dear Mr. Campbell:

Enclosed please find duplicate originals of a Distributor Agreement between Montello and Union Carbide Corporation. The only change in this version and the version sent to you on November 19, 1982 is found in Article 10(a). Per your conversation with Jack Walsh, written notice of termination must be given at least six (6) months prior to the effective date. In addition, the terminating party will bear the cost and responsibility for materials on hand for both parties as of the effective date of such termination.

Otherwise, the Agreement is unchanged. If you find the Agreement acceptable to Montello, please execute both originals and return them to me for execution by Union Carbide.

Very truly yours,


James B. Rouse

jbr/m
enclosure
cc: J.E. Walsh

No Logo approval

50076

11/24/82

Jack Walsh - 404 + 320 - 3595

- On redraft of contract

- At 10(a) - Rouse changes
6 mos to "customary"
30 days.

We call J.
Walsh - 12/6
Hell check

- We have large invest
in field inventories. (We
don't just sell ex ur
plan.) - See # 2(b) -

- If canceled, we must
assume we'll be in
competition with Ucar
to sell off our own
field stocks.

- We could be forced to
take big loss to dispose
of stocks.

- 6 mos gives us time
to clear out stocks.

32-9201 Bob Jones - CK latest Ucar draft

- At 7(a) they add "std warr wording"

- Term. notice @ 10(a) cut to 30d.
(Warr hitting 'em for 6 mos)

- Review "minor wording change
at 12(d).

12/9 - J. Walsh calls
Me - read If they cancel -- 6 mos & they're
by Mon resp. for bags @ 15 Cty (full & empty)
12/13 - But I'd we cancel -- 6 mos & we're resp.
all 12/14 for bags @ 15 Cty - (empty & full)

Meat Rpt agent

1. Need written info - sent to use of 1040/tradename (#6)

2. pg 3 - # 10(a) - change 11 (b) - - - - - + that is not 048. - - - - - should be 10(b) (2 places - 9(a) & (b))

3. Doubtful they'll go along with deletion of material - - -

LAW OFFICES

GABLE & GOTWALS

A PROFESSIONAL CORPORATION

20TH FLOOR FOURTH NATIONAL BANK BUILDING

TULSA, OKLAHOMA 74119

October 7, 1982

G. ELLIS GABLE
CHARLES P. GOTWALS, JR.
ARTHUR E. RUBIN
JOHN B. JOHNSON, JR.
CHARLES C. BAKER
RICHARD W. GABLE
JAMES M. STURDIVANT
W. THOMAS COFFMAN
RICHARD D. JONES
C. ROBERT JONES
SIDNEY G. DUNAGAN
JOHN R. BARKER
ROBERT E. CRAINE, JR.
RONALD N. RICKETTS
ELSIE DRAPER
THOMAS E. ENGLISH
J. RONALD PETRIKIN
TERESA B. ADWAN
DAVID A. BAGLEY
JOHN HENRY RULE
THEODORE G. ELIOT
OLIVER S. HOWARD
CHARLES BUTLER AMMANN
KENNETH E. DORNBLASER
TERRY M. THOMAS
DAVID L. BRYANT

OF COUNSEL
G. DOUGLAS FOX

TELEPHONE
AREA CODE 918
582-9201

TELECOPY
AREA CODE 918
584-7114

TELEX
79-6418
(GABLELAW TUL)

CABLE
GABLELAW

Mr. Ken Campbell
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

Dear Ken:

Enclosed is the Union Carbide Corporation
Distributor Agreement, revised as we discussed. It
seemed to me that the best treatment of paragraph 7
was to remove it.

Very truly yours,



C. Robert Jones
For the Firm

CRJ:rb

Enclosure

50079

7/24/82

Ucar Distrib. Contract

1. Pg 2 - #6 - - I don't think
Me (we've got anything in writing
but letter - per use of Ucar ~~logo~~ logo/page's
no can't - (should include "OK" for
Telvis, too).
- Also, all monitoring data
etc. show Ucar name. -

2. Pg 3 - # (c) - Read carefully
Bob will Do we comply? Is non-
redraft compliance going to effect
Distr. agent or individual agent

3. Pg 4 - #10 - We need 6
mos to wind up affairs.
- Major investment
in Ucar prod.
- Transition would re-
quire planning, set-
ting customers up
with other prod.
- Customer (McD Co.) in-
vestment in products
could save in general
a huge "return for
credit" problem.
- Would Ucar go for
"return for credit" for
us (trademarked product).
- Private label on supply
could be a prob. - es-
pecially on "30 day" notice

10/6 - Bob will redraft & mail to us.

UNION CARBIDE CORPORATION

DISTRIBUTOR AGREEMENT

This AGREEMENT, made as of the 15th day of July, 1982, between UNION CARBIDE CORPORATION, a New York corporation having an office at Old Ridgebury Road, Danbury, Connecticut 06817 (hereinafter called "Union Carbide"), and Montello, Inc., 6106 East 32nd Place, Tulsa, Oklahoma 74135 (hereinafter called "Distributor");

1. DISTRIBUTORSHIP.

Union Carbide hereby appoints Distributor for the resale of those "CALIDRIA" asbestos products listed in Exhibit A attached hereto and made a part hereof (hereafter called "Products"). Union Carbide shall have the right at any time to make additions, deletions or modifications to the Exhibit A, set forth herein by giving Distributor thirty (30) days prior written notice of each such revision.

2. SHIPMENTS.

- (a) Union Carbide agrees to sell and Distributor agrees to buy for resale and shipment to Distributor's stocks, or Distributor's customers, carload or truckload quantities upon the terms and conditions herein set forth.
- (b) Distributor agrees to maintain in its own warehouses such quantities as Distributor shall need to permit satisfactory service of customers.

3. PRICES.

- (a) The purchase price and accessorial charges for Products sold and delivered to distributor's stocks or distributor's customer shall be those set forth in Exhibit A.
- (b) Distributor shall pay to Union Carbide as part of the purchase price the amount of all taxed, excised or other governmental charges that Union Carbide may be required to pay on the sale or transportation of any Products sold and delivered hereunder, except where the law otherwise provides.

4. DELIVERY AND PAYMENT.

- (a) All Products purchased by Distributor hereunder shall be delivered to Distributor's stock or to the Distributor's customer and title shall pass f.o.b. Union Carbide's shipping location. All transportation charges shall be paid by Distributor or by Distributor's customer.

- (b) Terms of payment shall be net cash thirty (30) days from invoice date.
- (c) Union Carbide reserves the right at all times, either generally or with respect to any specific order by Distributor, to vary, change or limit the amount or duration of credit to be allowed to Distributor. Without limiting the generality of the foregoing, all deliveries hereunder are subject to the condition that all indebtedness of Distributor to Union Carbide due before the date of shipment shall first be paid.

5. ACCEPTANCE OF ORDERS.

All purchase orders hereunder are subject to acceptance by Union Carbide at its King City, California, office. The right to reject any order is reserved by Union Carbide, even if a previous quotation has been made. An order is accepted by Union Carbide when shipped or when it is acknowledged in writing.

6. TRADEMARKS.

Distributor shall not incorporate under or otherwise make use of the name of Union Carbide or any of its divisions or subsidiaries, or make use of any trademarks or trade names of Union Carbide, or any trademark or trade name which in the judgment of Union Carbide is confusingly similar thereto, or make use of any sales promotion or literature, displays or stationery of Union Carbide, without the prior written consent of Union Carbide. Distributor shall not alter or remove any trademark or trade name applied by Union Carbide to the Products at its manufacturing facilities. Distributor's covenant under this Article 6 shall survive termination of this Agreement.

7. WARRANTY.

- (a) Union Carbide warrants that at the time of shipment all Products delivered hereunder will meet Union Carbide's applicable standard specifications for such Products in effect at the time of shipment or such other specifications as have been expressly agreed upon with Distributor in writing. *EXCEPT AS DEMONSTRATED*
THERE ARE NO EXPRESS WARRANTIES BY UNION CARBIDE OTHER THAN THOSE SPECIFIED IN THIS ARTICLE (8) (a). NO WARRANTIES BY UNION CARBIDE (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) SHALL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

- (b) Distributor's receipt of any Products delivered hereunder shall be an unqualified acceptance of, and a waiver by Distributor of any and all claims with respect to, such Products unless Distributor gives Union Carbide written notice of claim within thirty (30) days after such receipt. No claim against Union Carbide of any kind, whether as to Products delivered or for delayed delivery or for nondelivery of Products, and whether or not based on negligence or warranty shall be greater in amount than the purchase price of the Products in respect of which claim is made. Without limiting the generality of the foregoing, Union Carbide shall not be liable for any special, incidental or consequential damages whether or not caused by or resulting from the negligence of Union Carbide or breach of the warranties by Union Carbide hereunder.
- (c) Distributor represents that it has full knowledge of the hazards involved in handling and using Products and that Distributor has advised its employees, independent contractors, and others, including customers of Products from Distributor, of said hazards. Distributor further represents that it is in compliance, and will comply, with all federal, state and local laws, regulations or orders governing use and handling of the Products. Subject to the agreement referred to in paragraph (d) below, Distributor assumes, and agrees to indemnify and hold Union Carbide harmless from, all claims, damages, loss or liability due to any personal injury, death or property damage arising out of the handling or use of the Products by Distributor or its employees, independent contractors or customers (including their employees).
- (d) Union Carbide and Distributor are the parties to an Indemnification Agreement dated May 6, 1982, which is attached hereto as Exhibit B and is expressly made a part hereof.

8. PARTY RELATIONSHIP.

This Agreement shall not create any employer-employee, agency, joint venture or partnership relationship between Union Carbide and Distributor. Distributor is not authorized or empowered to act as agent for Union Carbide for any purpose and shall not on behalf of Union Carbide either enter into any contract, undertaking or agreement of any kind whatever to make any promise, warranty or representation with respect to the Products other than such as may be published by Union Carbide in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

9. FORCE MAJEURE.

Neither party shall be liable for its failure to perform hereunder (other than its failure to pay money) caused by circumstances beyond its control, including but not limited to acts of God, fire, floods, wars, sabotage, accidents, labor disputes (whether or not it is within the power of the party to

settle the same) or shortages, government actions (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation and any other similar or different occurrence. The party whose performance is prevented by any such occurrence shall have the right to suspend or reduce deliveries of Products during the period of the continuance of such occurrence and the total quantity of Products deliverable under the Agreement shall be reduced by the quantity of the deliveries so omitted. In the event of inability to supply the total demands for Products covered by this Agreement, Union Carbide may allocate its available supply among any or all customers as well as departments, divisions and subsidiaries of Union Carbide. Any such suspension, reduction or allocation in the quantity deliverable hereunder shall not be greater than the percentage reduction to other customers or departments, divisions and subsidiaries of Union Carbide taken in the aggregate, unless mutually agreed upon. In no event shall Union Carbide be obligated to purchase Products from others in order to enable it to deliver Products to Distributor hereunder.

10. DURATION AND TERMINATION.

- (a) The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until terminated, with or without cause, by either party giving to the other party written notice of termination at least thirty (30) days prior to the effective date of such termination, unless earlier terminated as provided in Article 11 (b). The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement with respect to all orders accepted pursuant to Article 5 above and Products delivered hereunder prior to the effective date of such termination.
- (b) Union Carbide may terminate this Agreement at any time upon written notice to Distributor if (i) Distributor files a petition in bankruptcy, (ii) Distributor makes a general assignment for the benefit of creditors, (iii) a receiver for Distributor is appointed, (iv) Distributor become insolvent, (v) any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Distributor, or (vi) Distributor shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued for ten (10) days after written notice of said breach from Union Carbide. Any termination of the Agreement pursuant to this Article 11 (b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Union Carbide may have against Distributor.

11. ASSIGNMENT.

Any assignment or modification of this Agreement by either party without the prior written consent of the other party shall be void.

12. EXECUTION AND INTERPRETATION.

- (a) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.
- (b) No change in, addition to, or waiver of the terms or conditions hereof shall be binding upon either party unless approved in writing by an authorized representative, and no modification shall be effected by the acknowledgement or acceptance of release or purchase order forms containing other or different terms or conditions whether or not signed by an authorized representative of such party.
- (c) It shall be a sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof with the United States Postal Service in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address herein above set forth or at such other address as the party shall have herefore in writing designated. The date of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.
- (d) This Agreement supersedes as except in form of the date hereof any existing agreement between the parties relating to the purchase and sale of or solicitation of orders for Products including, but not limited to, that agreement between the parties dated November 30th, 1970. agay
- (e) The article headings used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UNION CARBIDE CORPORATION
METALS DIVISION

By _____

By _____

Title _____

Title VICE-PRESIDENT

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



PENALTY FOR PRIVATE
USE, \$300

SENDER INSTRUCTIONS

- Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, 3, and 4 on the reverse.
 - Attach to front of article if space permits, otherwise affix to back of article.
 - Endorse article "Return Receipt Requested"
 - adjacent to number.

RETURN
TO

Montello, Inc.

(Name of Sender)
6106 E. 32nd Place

(Street or P.O. Box)
Tulsa, OK 74135

(City, State, and ZIP Code)

RETURN RECEIPT

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.	
(CONSULT POSTMASTER FOR FEES)	
1. The following service is requested (check one): ☒ Show to whom and date delivered 60 \$ ☐ Show to whom, date, and address of delivery	
2. ☐ RESTRICTED DELIVERY \$ (The restricted delivery fee is charged in addition to the return receipt fee.)	
TOTAL \$.60	
3. ARTICLE ADDRESSED TO: Walsh, Mgr., Calidria Corporation 17 Executive Park Drive Atlanta, GA 30329	
4. TYPE OF SERVICE: ☐ REGISTERED ☐ INSURED ☒ CERTIFIED ☐ COD ☐ EXPRESS MAIL ARTICLE NUMBER 672 479 958	
(Always obtain signature of addressee or agent)	
I have received the article described above.	
SIGNATURE ☐ Addressee ☐ Authorized agent	
5. DATE OF DELIVERY <i>July 1982</i>	
6. ADDRESSEE'S ADDRESS (only if requested)	
7. UNABLE TO DELIVER BECAUSE:	
POSTMARK (may be affixed to article) OK JUL 1982 TULSA, OK	

50086

UNION CARBIDE CORPORATION
OLD RIDGEBURY ROAD, DANBURY CONN 06817
LAW DEPARTMENT

To accommodate
Ashland deal

September 15, 1983

Kenneth N. Campbell
President
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

Dear Ken:

At Jack Walsh's request, enclosed herewith are (i) a revised draft of the amendment of the Distributor Agreement between Montello, Inc. and Union Carbide which authorizes Montello to engage Ashland as its agent and (ii) an indemnification agreement between Union Carbide and Ashland which is based upon the existing indemnification arrangement between Montello and Union Carbide.

After Montello and Ashland have approved these drafts, execution copies will be prepared.

Sincerely yours,

William F. McClure, Jr.

William F. McClure, Jr.

WFMc/jef
Enclosure
cc: R.F.X. Fusaro (w/o enc)
W.C. Thurber
J. Walsh

11/1/83 A - OK with us

B - Waiting to tell Ash.
their new wording @
H & is N.C. -

50087

2. Union Carbide shall hold harmless and indemnify Ashland from and against any liability arising out of the resale of Union Carbide asbestos products as packaged by Union Carbide, provided that Ashland shall not have changed, processed or re-packaged such products in any way nor participated in the distribution of any Union Carbide asbestos products which have been changed, processed or re-packaged by others (including, without limitation, by Montello) nor acted in a negligent manner in the course of handling and reselling Union Carbide asbestos products and provided further that Ashland shall have complied with all reasonable actions recommended by Union Carbide and/or Montello from time to time for the purpose of informing subsequent purchasers and users of Union Carbide asbestos products as to the safe use and handling of such products. It is agreed that Ashland's responsibility to inform is limited to taking reasonable steps to see that the information reaches the user. Notwithstanding any other provision of the Agreement, Union Carbide shall have no obligation hereunder with respect to resales of Union Carbide products outside the United States of America or for export from the United States of America.

3. Ashland shall give Union Carbide prompt notice of any actual or threatened legal action or claim of which Ashland has notice and which would be covered by this Agreement. In addition, Ashland shall cooperate in all respects with Union Carbide in the defense of any such action and shall supply such information and make available such witnesses as may be required to permit Union Carbide to undertake whatever investigation and defense of the

50055

matter Union Carbide deems to be necessary. Union Carbide will defend at its expense any and all claims against Ashland arising out of the resale of Union Carbide asbestos products as packaged by Union Carbide, whether or not Union Carbide is a party to the action. Union Carbide shall have the sole right to defend or settle such action with attorneys of its own choosing.

4. In the event that facts are disclosed to Union Carbide ~~which in the reasonably exercised opinion of Union Carbide would justify the imposition of liability upon Ashland independent of any liability on the part of Union Carbide~~ ^{indicate that Ashland has changed, produced or repackaged the products without the consent of Union Carbide}, Union Carbide will notify Ashland of its position that Ashland may be separately liable, and Ashland shall defend the suit on its behalf. Both parties specifically agree that they will use their best efforts to resolve any differences of opinion in this question of independent liability so as to minimize the cost of defense of claims. In the event that Ashland fails to cooperate in the investigation or defense of any actual or threatened legal action or claim covered by this Agreement, Union Carbide may terminate its defense and indemnification of Ashland upon twenty (20) days written notice.

5. It shall be a sufficient giving of any notice or other communication required hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the party shall have heretofore in writing designated. The date

of giving any such notice or other communication shall be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

6. Union Carbide shall have the unilateral right to terminate this Agreement for any reason which it deems to be sufficient upon ninety (90) days written notice with respect to the sale of any of its products after such termination. Upon the expiration or termination of the agency arrangement between Montello and Ashland for the distribution of Union Carbide asbestos products, this Agreement shall terminate with respect to liabilities arising out of any resale of Union Carbide asbestos products thereafter occurring.

7. In the event that the indemnity provided by Union Carbide to Ashland hereby terminates, said termination will be without prejudice to the rights of the parties to seek, by way of cross-complaint or subsequent action, equitable contribution, equitable indemnity, comparative indemnity and/or contractual indemnity each against the other for any claims asserted by subsequent purchasers or users of Union Carbide asbestos products or by Montello.

8. The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of New York applicable to agreements to be performed entirely within such state.

9. This Agreement contains all of the representations and



Calidra ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

October 20, 1983

Mr. Ken Campbell
MONTELLO
6106 East 32nd Place
Tulsa, Oklahoma 74063

Dear Ken:

Confirming our phone conversation yesterday, Gordon Dickson, Jim Kelly and I will arrive in Tulsa on Tuesday, November 8, somewhere between noon and 2 p.m. We will have a rental car and drive over to your office when we all arrive and have our business review/sales meeting with Harry, Allen, Chuck and yourself.

Agenda items for the meeting include:

1983 sales and drilling activity
1984 outlook in the drilling industry
1984 pricing

Field monitoring of drill rigs, past, present and future
Work Practices legislation for the drilling industry
Halliburton/Shurelift situation
Offshore Telvis sales outlook
Ashland Chemicals Oil Field Products Group

*1. Telvis, larger pellet 1 Plain 9/16/83
conducting dust comparison, any
results*

Whatever agenda items we may not be able to cover at the office can be discussed during our joint dinner. I'll leave the restaurant choice and reservations up to you. We have reservations at the airport Sheraton that night for ease of departure the next morning. The agenda covers many items of our mutual interest, but if there are others not included that you would like to include, please let me know.

We expect that our joint discussion of the agenda topics will assist us both in increasing our asbestos sales to the drilling industry.

Very truly yours,

J. E. Walsh
Manager - Distributor Sales
Metals Division

JEW/dlb

50160

11/8/83
Jack Walsh
Gordon Dickson

1. 1984 pricing.
Proposed price increases

<u>T/L</u>		<u>C/L</u> <u>Proposed</u>
S.V. + Starlift = now	.10 $\uparrow$.115 (15%)	.11
Univis =	.105 $\uparrow$.115 (10%)	.11
Telvis =	.10 $\uparrow$.11 (10%)	

2. Ask Telrite for '84 estimate on Telvis & announce price increase to see what their reaction is.

3. Field monitoring:

Sample⁽¹⁹⁾ for Jan '83 & Sep '83 western rig was sent to independent lab for re-counts, initial report from Fred indicates counts came back higher.

- Jack suggest we try & arrange another count in Jan. '84.
- Jack would like to meet with appropriate Ashland people (we suggested Columbus) when its time to discuss asbestos.

(over)

Jack is estimating total of 1000 tons for '84.

Ashtor Seler

50163

8/23/83

Jacobs Walsh

- Had originally estimated for Calendar '83
1500 tons S.V. (69,000 ~~sq~~ ft.)
300 tons Unions (12,000 Unions)

Downgraded S.V. to $\approx$ 750 tons (39,000)
" Unions to 100 tons to 60 (2400)

★ Have 159 (6360 sq. ft.) tons Unions in stock,
Can we help him move it??

★ Would be forecasting too much
if to said 100 tons/month for
next year!!

12/22/83

U.C.C. Report

1. Leede Oil & Gas, Inc.

500 Building of the Southwest
Midland, Texas 79701

Mr. Gene Pollard

2. Western Orlg. Company

13014 North Morgan Road

Yukon, Ok. 73099

Orlg. Sup't. - Raymond Smith

1-800-522-3869

3. Major Mud Supply Inc.

P.O. Box 1032

Elk City, Ok. 73648

Mr. Ray Taylor

11/27/84 -

I talk to Jack. He'll get
the 3 charges from McClure
& remit to us/ Pat.

I'm to call Pat -- tell him
to sign after recpt. -

3/21/83

Ucore Meet Notes (1 p. or so)
Jack Walsh
George Lincoln } Dinner
Blair Ingalls }
Gordon Dixon }
Bob Byrne } LV prob 4:30 or so.

1. Tomoe TLX on volume.
2. Bon Voyage to Bob Byrne
- ③ Talk through market back ground notes. (3 pages)
4. Asking patience, while we implement the approach
 - We'll handle all credit, collections, stocks, etc. -- No change
 - Business is lousy, and will be ~~for~~ for many months
 - We'll be ready when it recovers.
 - Meanwhile, keep stocks @ K City low. -
5. Q. - Like to explore whether some kind of "pass-through" could be arranged re indemnification agmt. (they may buck @ asbestos thru whses.)
6. Blair's report. -

-edat is
eak - can't
cept some
inders

MUD REPORTTitle: Field Mud - Western Rig 209 1/18/83Sample Description

- 1) Suction Pit 11:00 AM
- 2) Flowline 1:00 PM
- 3) Flowline 3:00 PM

Pre-mixing Fresh water + bentonite.
Adding Super Visbestos directly to the active system.
Maintaining funnel vis of 42-44 sec/qt and 9.0 to 9.2 #/gal mud wt.

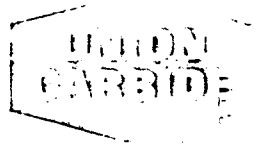
	1	2	3			
Weight (lb/gal)	9.1+	9.2+	9.2			
600 Reading	65	65	50			
300 Reading	62	63	48			
Plastic Viscosity (cp)	3	2	2			
Yield Point, lb/100 sq ft	59	61	46			
Apparent Viscosity (cp)	32½	32½	25			
Initial Gel	8	7	8			
10-Min Gel	9	7	8			
Beckman pH	9.3	9.3	9.5			
API Water Loss	145.0	142.0	135.0			
H.P.-H.T. Fluid Loss	-	-	-			
Cake Thickness (1/32's)	8	8	7			
Mud Alkalinity (Pm)	0.2	0.1	0.2			
P-Alkalinity (Pf)	<0.1	<0.1	<0.1			
M-Alkalinity (Mf)	0.1	0.1	0.1			
Chloride, ppm	30,200	33,200	31,600			
Calcium, ppm	1,160	1,580	1,580			
Total Hardness (as CaCO ₃)	3,950	3,950	3,550			
Solids (% by Vol)	4	4	4			
Oil (% by Vol)	0	0	0			
MBT (#/bbl)	6	6	6			

Remarks: _____

By: _____

DISTRIBUTION

R. E. Byrne - Niagara
K. Campbell - Montello
G. L. Dickson - Niagara
B. L. Ingalls - Niagara
A. Johnson - Montello
J. L. Myers - King City
J. E. Walsh - Atlanta



Caloria ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

February 18, 1983

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

ATTENTION: Ken Campbell - President

Dear Ken,

Enclosed are three copies of a report reviewing the subject of Supervisbestos product quality, test methods and end use performance. The report was undertaken to thoroughly review these subjects in order to have the full picture in establishing viable product specifications. Due to the size and length of the report I am sending it to you now so your people will be able to review it prior to our annual meeting and correspond back to us any questions or clarifications you have on the report contents, so that we can address them at the meeting.

In regard to our annual meeting we would like to suggest Monday, March 21st as our first choice and Monday, March 28th as an alternative. The March dates were chosen so that we could include Bob Byrne who is retiring at the end of March. Other agenda items for the meeting in addition to the report can be discussed when you let me know if the suggested dates would be workable for you.

Best regards,

J. E. Walsh
Manager - Distributor Sales

JEW/tlg
Enclosure

50153



Calidria ASBESTOS

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

June 24, 1983

Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

Dear "Calidria" Asbestos Distributor:

The "Calidria" Asbestos Sales Department will relocate from Niagara Falls, NY, to the Union Carbide consolidated office in Pittsburgh on July 10, 1983. Contact after that date should be as follows:

Union Carbide Corporation
Metals Division
Robinson Plaza II, Route 60
Pittsburgh, PA 15205

Telephone: 412/787-5830

Please continue to place orders directly with your salesman or King City, if you do so now. If you placed your orders directly with Niagara Falls, please use the address above.

Thank you for your cooperation in this matter.

Very truly yours,

Gordon L. Dickson
Gordon L. Dickson
Manager-Asbestos Sales

GLD:dac

CC: T. P. Norris
J. E. Walsh

50154

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

November 15, 1983

Mr. Stephen E. Foster
Market Manager
Oil Field Chemicals
Specialty Chemicals Division
Union Carbide Corporation
Old Ridgebury Road
Danbury, CT 06817

Dear Steve:

Many thanks for the use of the "book". We look forward to future opportunities for returning the favor, and especially to any prospects for mutually profitable joint marketing activities.

Best regards,

Montello, Inc.



Kenneth N. Campbell

KNC/ca

Encl: (1)

50155

new guy Jim Kelley took Lincoln's place:

9/16/83

Joel Wash:
Calling for Ken

After we receive Joel's report, please write Joel letter detailing

1. Liba counts too high as compared to Local (enclose D.S. reports)

2. Discuss how much business we'll lose, we give our reports to customers as compared to D.S. turning this report to them.

3. Describe history of EAL re-counts, they had low #'s until Blair got to them

4. Joel mentions comparative counting of some samples done by U. Can. & NIOH, U. Canids always much higher

5. Describe rounding up the number (.137 = .2) when we're faced with 1 f/cc max.

6. What should we do with this current report? Send to Leobair & Co., etc?

11/18/83

Jacks Water Call:

1. Jacks will send monitoring results, letter, etc. Telling us what the water did & water.
2. OK to ask them about idempotent agreement or Shuntit.
3. Price increase will go into effect Jan. 1 '84. Jacks please! our case to Kelly, etc. But they haven't had price increase to us since Jan '81.

Oct. 1 '79	= S.V.	7.45
May 1 '80	= S.V.	7.95
Aug. 1 '80	= S.V.	8.35
		8.35
		8.75
		8.75
		P.W.

Oct. 15 - '81 = S.V. 9.10 Low
9.70 P.W.

July 15 - '81 = S.V. 10.05 Low
10.65 P.W.

May 1 '82 = S.V. 10.95 Low 11.70 P.W.
Unit 11.45 Low 12.20 P.W.

Jan 23 '82 = S.V. 9.50 Low 9.50 Low
Oct. 1 '83 = S.V. 9.50 Unit 9.50

EXHIBIT A

(Effective January 4, 1982)

<u>"Calidria"</u> <u>Name</u>	<u>Product Form</u>	<u>Packaging</u>	<u>Montello</u> <u>Name</u>	<u>Price, \$/2000 lb.,</u> <u>FOB Plant</u>
SG-104	1/4" Pellets	Bulk	----	128.00
SG-200X	1/8" Pellets	50 lb. Bags	UNIVIS	210.00 1c 1/2 d
SG-201	Crushed Pellets	50 lb. Bags	CSV/SHUR	200.00 10¢ 1/2
SG-204	1/4" Pellets	Bulk	----	167.00

Note: Bags are individually shrink-filmed at no extra charge. Prices are based on loose loading of bags (not palletized) in railcars or trucks. Extra charges for special packaging and other services are noted below. Open trucks can only be used if dust and sift-proof bags are palletized and shrink-filmed.

Special RequirementAdded Cost

Palletized & Shrink-Wrapped Pallet	\$21.00/2000 lb.
Marking each bag	\$ 5.00/2000 lb.
Unidentified, based on labor rate of	\$19.00/hr.
Re-usable pallets returned	-\$ 6.00/2000 lb. (credit)

EXHIBIT A

(Effective January 1, 1981)

<u>"Calidria"</u> <u>Name</u>	<u>Product Form</u>	<u>Packaging</u>	<u>Montello</u> <u>Name</u>	<u>Price, \$/2000 lb.,</u> <u>FOB Plant</u>
SG-104	1/4" Pellets	Bulk	----	116.00
SG-200X	1/8" Pellets	50 lb. Bags	<u>UN, V15</u>	180.00 ←
SG-201	Crushed Pellets	50 lb. Bags	CSV/SHUR	180.00 ←
SG-204X	1/8" Pellets	Bulk	----	154.00
SG-204	1/4" Pellets	Bulk	----	147.00

Note: Bags are individually shrink-filmed at no extra charge. Prices are based on loose loading of bags (not palletized) in railcars or trucks. Extra charges for special packaging and other services are noted below. Open trucks can only be used if dust and sift-proof bags are palletized and shrink-filmed.

Special RequirementAdded Cost

Palletized & Shrink-Wrapped Pallet
 Marking each bag
 Unidentified, based on labor rate of
 Re-usable pallets returned

\$20.00/2000 lb. ←
 \$ 5.00/2000 lb.
 \$17.00/hr.
 -\$ 6.00/2000 lb. (credit)

Ucar - Mar 1, 84 - Tulsa
Jim Kelly - Gordon Dixon
Jack Walsh

1. Jack to John Myres re
Ashland - Mar 20?

Agenda from
you?

3/19 - I arr Colum. TWA 440 - 6:35p

3/20 - I LV Colum. ~~TWA~~ 535 - 2:10p.

- Allen won't be there (1 rm - m p)

- Set 9 a.m. 3/20 - lunch follow

2. Give current SV's mail
package.

3. IMCO Shurlift status (no
real change)

4. DS still in/offering
Floral

5. DMI/Hughes (only "Hughes")
help at high end?

6. Chems/Flax - Steve Foster,
Rusty Raines; Jer Parkashy in
Tues.

- Liq PAA for dr lg. (May
finally make a deal) -
Back 10 yrs - Rudy Brautegam.

7. Harrison Crossfield contact.

8. "Pork & Beans" study. -

"Will be at 10:00 AM"
Report on meet with
Chen 1/5 & Max (Stevens, et al)
Only me coming (1 m-student)

Harvard Grossd: olds

DMI Hughes -
"from 'spiders'" -
Do we want help?

Park & Beans Project
up date

DS F105A1 / dropped and
at WTH >

IMCD - Shur-lit
status today!

AT. 5:15 PM
Give em cc's - lit & data / interests

Calum. - 3/19 Mon.

Jack WA/SH
Have John come, redo
Tula 13A 5:00 PM (Go to together)
Mon.

1/20 - Chuck tell Linda groper
out wilkes on SV's bags
11/17/84
Jack Walsh - wear
Bag Inventory

Super Vis	5100 Empty	1160 Full
Univis	6500 Empty	3000 Full
Telvis	13000 Empty	2812 Full

Minimum Order 20 AA

Special Order 10 AA up charge \$19.00/M

Jack wants to know what we
want to order?

1/20/84 3 - 4 wks -
More testing ~~AAAT~~

DS did not renew their
AIA memb. -

No Indem. from Ashland yet

UNION CARBIDE CORPORATION OLD RIDGEBURY ROAD, DANBURY, CT 06817

F. V. McMILLEN
PRESIDENT - METALS DIVISION

March 19, 1984

Mr. Ken Campbell
President
Montello, Inc.
6106 East 32nd Place
Tulsa Oklahoma 74135

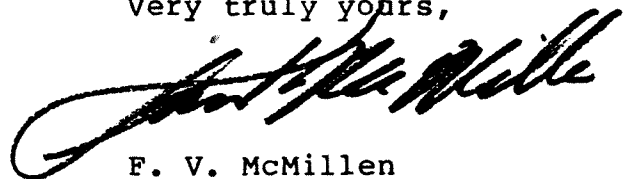
Dear Mr. Campbell:

On April 2, Union Carbide is consolidating its worldwide tungsten, uranium, vanadium, and chromium businesses in a new wholly owned subsidiary, Umetco Minerals Corporation. At the same time, we will be forming a wholly owned subsidiary for our asbestos business called Calidria Corp.

It is our intention to divest the asbestos subsidiary if a suitable buyer can be found. We feel that a company organized for and committed to developing the full potential of this business will serve our asbestos customers better, long term. As you may know, our metals operations primarily serve customers in the metals industry, while the customers of our asbestos business are usually in other industries.

We appreciate your business and your support over the years, and Calidria Corporation will continue to supply and service your needs in the future.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'F. V. McMillen', with a stylized, flowing script.

F. V. McMillen

50122

Management— Personnel Notes

ing March 31. William S. Mowry Jr., vice president, will succeed Mr. Luiso as group operating officer, International Food Group. Mr. Luiso will continue as senior vice president.

Sunair Electronics Inc.—Everett A. Cooper, 61 years old, president of this communications equipment maker, will retire Sept. 30, but will continue as a director and member of the executive committee. A successor hasn't been named. Mr. Cooper joined Sunair as a consultant in 1973 and has been president since 1974.

Union Carbide Corp. (Danbury, Conn.)—Frank V. McMillen, currently president of the metals division, was named president of the new Umetco Minerals Corp. subsidiary. William G. Alesio, William G. Beattie and William C. Thurber were named vice presidents of this unit, which will be responsible for the parent's world-wide mining, milling and minerals exploration activities. The changes take effect April 2.

New England Mutual Life Insurance Co. (Boston)—Three executive vice presidents of this insurance company: Herbert J. Boothroyd, Robert A. Shafto and Ralph F. Verni, were named directors, increasing the board to 17.

McGraw-Hill Inc. (New York)—Harold W. McGraw III, formerly director of corporate planning, was named to the new position of vice president, corporate planning, for this publishing, broadcasting, financial and information concern. Mr. McGraw is the son of McGraw-Hill Chairman Harold W. McGraw. McGraw is the son of McGraw-Hill Chairman Harold W. McGraw Jr.

Peat, Marwick Mitchell & Co. (New York)—Dwight E. Foster, currently in charge of the executive search division in New York and the Northeast, was named head of the executive search division for the U.S., effective July 1, for this accounting

Ford Motor Recalling 16,826 Cars and Trucks

By a WALL STREET JOURNAL Staff Reporter
DEARBORN, Mich. — Ford Motor Co. said it is recalling a total of 16,826 cars and light trucks to correct separate problems involving faulty emissions controls and transmissions that may fail under certain circumstances.

The emissions recall covers 9,426 of Fords 1984-model Escort, EXP and Lynx subcompacts that may have been assembled with a blocked vacuum line, which would interfere with emissions controls. Ford said it discovered the problem in emissions testing at an assembly plant.

In addition, Ford said it is recalling 7,400 of its 1983-model and 1984-model light trucks and utility vehicles equipped with automatic transmissions. It said the transmissions may fail in extended periods of extremely cold weather—minus 20 degrees Fahrenheit or longer—because the transmission fluid may thicken too much to flow freely through an auxiliary oil cooler. If that happens, the transmission may fail. Ford said it received 45 field reports of such problems.

Ford said it will install new auxiliary oil coolers on affected vehicles in northern areas likely to experience such cold for ex-

firm. He succeeds Donald F. Dvorak, who remains head of the executive search division in Chicago and the Midwest.

Sears, Roebuck & Co. (Chicago)—Richard S. Landau, formerly head of the mortgage-backed securities department of Dean Witter Financial Services Inc., a New York-based unit, was named executive vice president and national manager of the new mortgage services division.

Zapata Corp. (Houston)—Thomas S. McIntosh, executive vice president and chief operating officer, and J.B. Harrison, president of Zapata Exploration Co., a unit, were named directors of this oil, gas and natural resources concern, expanding the board to nine members.

Church's Fried Chicken Taps Imasco's Sherman For Two Top Positions

By a WALL STREET JOURNAL Staff Reporter
SAN ANTONIO, Texas—Church's Fried Chicken Inc. stepped outside the company and named Richard F. Sherman president and chief operating officer, effective April 16. Mr. Sherman succeeds Roger Harving, who resigned as chairman, president and chief operating officer last October.

"This is a key step in our plan to build a strong new management team for the company," said J. David Bamberger, chairman and chief executive officer and a founder of the fast-food chain. "For the past several months we've been carefully searching the country for an executive with broader dimensions within the fast-food industry than we had within the company."

Mr. Sherman, 40 years old, has been group executive vice president of Imasco USA Inc., a Rocky Mount, N.C., restaurant operator and food-processing concern. Imasco USA is a unit of Imasco Ltd. of Canada, a tobacco, fast-food and drugstore concern.

tended periods. The vehicles are certain Ranger trucks and Bronco II utility vehicles equipped with 2.8-liter V-6 engines and F-250 and F-350 trucks with 6.9-liter diesel engines.

THE WALL STREET JOURNAL
Thursday, March 22, 1984

23

Instron Sees 1st-Period Net Exceeding Year-Ago Profit

NEW YORK—Instron Corp. said it expects first-quarter earnings "will most likely exceed" year-earlier profit, but wouldn't say by how much.

In the year-ago quarter, Instron had net income of \$278,800, or 14 cents a share, restated for a 2-for-1 stock split, on sales of \$14.9 million. Earnings included a \$68,000 tax credit.

Speaking before analysts here, Harold Hindman, president of this maker of instruments for advanced materials testing, cited increased domestic orders. But the company said first-quarter net wouldn't exceed profit in the fourth quarter, when the company earned \$1.1 million, or 55 cents a share, on sales of \$18.6 million.

Mr. Hindman also said Instron expects records sales and earnings for the year, but wouldn't be specific.

sco USA is a unit of Imasco Ltd. of Canada, a tobacco, fast-food and drugstore concern.

Church's has had little or no earning growth for the past two years. For 1983, Church's reported net income of \$31.6 million, or \$1.66 a share, compared with \$41.6 million, or \$2.19 a share, the year before.

LONG DISTANCE ROSES™

ONE DOZEN
Premium Quality Long Stem
COLORADO ROSES

Delivered overnight virtually anywhere in the U.S. via **FEDERAL** Priority 1™

Major credit card orders only

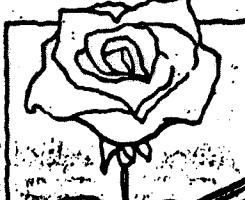
TOLL FREE 1-800-421-5231

Satisfaction guaranteed

Flower Stop

*Surcharge for orders delivered between May 11th-14th

only \$29.95*



50123

3/21/84 Notes - Report to Pat Jayne
(4/4-3/21)
The "line" on Ucar change.

To Pat Jayne -
3/21/84 Corp. decision to set Mining
& Min'l's Division up under
3, ~~subsidiaries~~ independently operated
subsidiaries.

He'll call
us Fri.

- Vanadium, titanium, uranium
- Calidria (asbestos)
- Coal (& nat'l gas)

Also, plan to announce they
are open to offers from
"qualified buyers" -

No change in basic people,
operations or service
until - or unless the
Calidria (asbestos) subsidiary
is sold.

Have to evaluate our position
based on facts at that
time - when & if it hap-
pens -
(i.e. could affect value of
hold harmless agmt's)

We're getting financial info
from Ucar top people
- Under RO's @ prox 15%
- ROI very high due to
depreciated plant.
(assume sale at "value", not "book")

To Pat
Jayne

J. Walsh tries
Harris. Crossed
"at top" for 45.

Any results?

Ken

3/26/84

Jack Walsh Called and we had
Following S.V. Full & Empty Bags as of 3/26.

Full Bags	5530
Empty Bags	<u>4000</u>
	9530

Sales 7/1 - 3/27 30807 Bags
Avg Per month 3423 bags

Looks like we have enough full
and Empty bags for approx 3 months

Wanted to know how many and when
to order bags. Let him know when ready.

Last time only ordered 10000 bags with
up charge.

I will put note on calendar to
check inventory end of April.

S.V. Bags

3/30/54

Jack Walsh - "Pork + Beans"

Boundbrook - on S.V.I.

Sugg. -

#1 - I'd it'll work
glycerol will
wet the filter

should be
inexpensive.

But microorg.
may don't it
up

- Water replaces the
glycerol

- But ck - 2 dishes
ask wet glyc. filter
(any bacteria action?)

#2 - ethylene glycol a
possibility?

- same evidence - animals
attracted to it.

- But it's a poison

- Eth. glyc may be the
"new" tox problem.

To Jack 4/6/84

4/4/84

L/W - Jack Walsh - 404+320-3595
[talks with Ashland - stock dec'd "upstairs"]
(back - attempt to sell California
dr. and ^{anhydrous} changes "ball game" in
fundamental way

- If sell, indemn. will
Any matl not by be cancelled
as under indemn. gives us 30 days to
would be covered. stay in or get out.
(we'd have more (size of buyer - willingness
than 30 days to to extend indemn. agent)
sell it)

HELL - During field stocks limits
check this option - would have
McClure to sell beyond 30 days, to
on this elim. stocks

- Only abt 10% of sales are
ex where, anyway.

- Close out field stocks
- CK impact on sales
- Watch for prospective
buyer from Ucar.

- Stocks are:

	LA	other
S.V.'s	696	24
U.V.'s	500	200

Make 5000
Will try glycerol/eth glycol
on "pink & beans" approach.

- Go on with S.V.'s (10 M sx)

KDD00

102+

2223506 EOMOT J

2223506 EOMOT J

23 1736=61228

ITT MAR 23 0336

420542UCC UI

2223506 EOMOT J

TOMOE TLX MAR 23 1984

UCC PITTSBURGH

MR GL DICKSON - METALS DIV - PGA

CC: MR JT KELLY - METALS DIV - DANBURY J1

MR JL MYERS - METALS DIV - KING CITY

THANKS FOR UR CALLS MAR 21 AND 22. TODAY (MAR 23) MR FRANK
M BROWN THE EXECUTIVE VICE PRESIDENT OF CONNELL BROS CO. AND
MR KENZO WATANABE THE MANAGING DIRECTOR OF WILBUR-ELLIS CO.
JAPAN CALLED UPON US TO DISCUSS CALIDRIA. IN REPLY TO THEIR
QUESTIONS WE GAVE INFO SUCH AS APPLICATIONS IN JAPAN AND
S.E. ASIA, OUR ESTIMATE PURCHASES AND THEIR DOLLAR AMOUNTS ETC.
WHICH WE ALREADY HAD INDICATED TO YOU. PER MR BROWN HE WOULD
FURTHER INVESTIGATE POSSIBILITY FOR BUYING CALIDRIA MINES AFTER
RETURN TO THE STATES. WE EMPHASIZED TO THEM OUR STRONG DESIRE
AND INTENT TO CONTINUE SALES OF CALIDRIA. THEREFORE PLS KEEP
US INFORMED OF ANY DEVELOPMENT ON UR PART RE THIS MATTER.
ABOUT MY PLAN TO VISIT STATES, I WILL TLX ADVISE WHEN SCHEDULE
IS FIRM.

REGARDS

H FUKUMA

50129

2/4/84

J. Walsh - 404+320-3595

Ucar

→ Blair's home no. - 716+754-4488

Ucar - Mont.

- We sell to MSC
- MSC to ~~PROD~~ Oil opera.
- Rig contr. involved.
- Anyone (except Mont employ⁴⁴) are covered by indemn.
- If either ^{of us} cancelled - prod ordered before exp. term date would be covered.

We buy from Ucar - ship to Ashland for resale

Indem's (c) apply as above

Mont sells prod to Ashland for resale

- Mont agent covers
- Ashland agent doesn't apply. (only authorized to be an agent).

JM - "Jeffrey Mines" - Ucar make deal to "buy" Flocal from them.
(or product) value to us w/ Flocal name?

7/16/84

Ucar - Steve Foster
Jerry Parmely

1. Mon Paal - - diel trials
underway

Let 'em know it's no probs -- but data matⁱⁿ time turning needed 2 trials underway.

2. La Cellulose status?

- What's going on?

- Open - closed - what?

Very little ind. "Hande
on" on La Cell ops.

Far as they know -
he's making product.

"Doing" some things with
gluteral. -

- Help sales. (sounds
like pricing) - Maybe
some cost savings
on mfg. -

US

Elletson
born 1/20/1911
10501 1/2

11/25
11/25

7/23 -
Walsby
Walsby

Dear monitor leader Bob -
Walsby - re EIK City

All next week OK (not
really pushing for it)

Walsby "using it" and keep still
arming customer.

Next well starts - 3/4 weeks
(too quick) - keep side
stepping

Walsby keep you adv. red

Q - Get some red accounts
done? (or is it same job)

Q - What's our "story" to custo-
mers that red monitoring?
- After Sept 1 - 2 with red

Q - Should we include some more
forming to update our d/p?

Leede D & B
Export Mud

Elk City - on arr. call

405 + 225 - 3511
- Ray Taylor
- Harvey Hansen

Ray'll get Ucar to rig.
(40 mi out). -

7/20 Jack Walsh -

Blair not available (wreck
& Ma diving)

No one avail @ K. City
(Guy who used to monitor - gone)

Now trying Calix Lab.
- availability
- cost

Told Jack we need "response
mechanics" for monitoring
requests.

- Lab people -

- Could do it. But costly
(2600⁰⁰) 50⁰⁰/hr + all travel
for d'arm, etc., etc.

2 wks notice (1 wk min.)
- Blair or Jack. -

2/19/84 I call Jack Walsh - monitor Leede O&G.
→ Timing & location on dust counts

→ like to get there before they open the legs

Will call us by midday Fri. -

Jack - 404 + 993 - 7433
Home

for Harry
Dick Jones - (bale counts)

- I L/W (Firm/man - Midland lawyer,

- Cotton, Bledsoe et al.
Mr. Barry Beck

→ Leede rig - will be using long enough to monitor tuesday (Monday preferred)

→ Already spudded & using material

→ Leede requested monitor
Harvey Harrell - Mad Co. is Export M&L Co.
Ray Taylor - Western Rig

40 mi ex Elk City (100 mi from O&G City)

For J. Walsh

8/24/84

	Bags	
Univis -	1960	} 710 sh. Tons (60 Tons/Mo)
Surf. Lt -	786	
SVIS -	25,651	

Tonnage - 9350 = 235 Tons
(est 120 Tons - for all 1985) (20 T/Mo)

~~Text~~ Bal at 84 - ⁶⁰⁻prox 75 T/Mo.

In '85 - 70-90 T/Mo

Plus Tonnage -

Id DS out & Flossal stocks
go - - could improve

Allen reports: Ess. Chem hit
by JM Mines to sell asbestos.
(J.C. Floyd - Nat'l Sales Mgr for DS
gave ECCO's name to JM)

looks like
he's out.

6/23/84 Jack Walsh (I - cf. call)

1. Butts @ Kelly for
day tomorrow - will do it/ Jack
from. RM request -
Really needs 2 wks
(EAL Labs - W. Coast
will do counts)

2. Review on Ashland
industrial/crafts
hang up in California
now a subsidiary of
Wear - wholly owned
"Indem extra. to cover
sales by Ash for its
own acct."

DS/Focal - - what's going
TM Marsh 2907 777 -
Lits E's to
sell #894.
looks like DS
is out. (JC. Floyd
have Eeds name to TM)

→ Kunning 75 T/Mo.
We call sales (K - Allen - Harry) ed
week -
Sales - 44 - bal this yr
and all 1985
To make - 51 T (84 bal) - 119 T045.

Order
Dixon
4 mg spread
4 mg spread

8/31/84 Jack Walsby

1. B-11 ME Claire - 05
arrived - 3:45
terminating deal &
resurrect

- ME ask Bob Jones

→ Call'd. 1800 subsidiary
of MCAR -

Why is it going to at
3:45 (I handle with him)

2. Fiscal

Declined quote 300T
to MAR-10

→ call get Bank - Fish & house
cleaned

- 9/6/84 Ucar - Jack Walsh talk
1. Need legal guar. Ucar will meet valid obligations under the hold harmless.
- Side letter will do.
 2. No \$ increase on our prods thru June, '85.
 3. Now that with the only widely used asst. avail. to MSC's (without Messina dealing)
- Any way to take advantage
- Maybe even with Billie
 4. Bunch of unexpected Telco's sales - - why
(Probably Okino's thing trip - ver secretive)
 5. Told him to send any agent changes to Pat Jayne
- I'll do e-warrr him.
 6. Jack'll cover Argentina & Brazil. (told him call Harry on Arg. connections)

8/20

Spoke with Linda Morgan, then
Kemper West called back, said
min. order was 20,000 sq, I
said go ahead.



ASBESTOS INFORMATION ASSOCIATION

1745 Jefferson Davis Highway, Crystal Square 4, Suite 509
Arlington, Virginia 22202 • (703) 979-1150

**PRIORITY ATTENTION
PLEASE**

August 27, 1984

Memorandum For: MEMBERS

Subject: AIA/NA Position on a Final OSHA Standard for
Occupational Exposure to Asbestos

*Allen - I have
Copies - these are
yours.*

At a meeting of the Association's Executive Committee on August 14, an AIA/NA position on a final OSHA standard for occupational exposure to asbestos, as presented by special counsel, was initially reviewed. It was concluded that the draft position should be forwarded to all members of the Association at this time in order that advance consideration could be given to this important matter prior to discussing it at the September 19 board of directors meeting. The directors meeting is planned immediately after lunch on Wednesday, September 19, following conclusion of the industry-government conference and should adjourn by 3:00 PM.

Accordingly, your close attention is invited to the enclosed privileged and confidential attorney-client memorandum from special counsel (Kirkland & Ellis) dated August 27, 1984. Our submission to OSHA, arguments on entire OSHA hearing record (post hearing brief), is required by October 11, 1984.

New subject - The Executive Committee also concluded at its August 14 meeting that consideration should be given to the Association's 1985 budget at the September directors meeting. Thus, in order to acquire necessary information, the Association's accounting firm, Frantz, Warrick, Strack & Associates, will forward a questionnaire to members under cover of letter dated August 28, 1984, which will request the total cost of asbestos fiber purchased or sold in calendar year 1983. Return of this information to Frantz et al, by September 11, 1984 will be requested. Your prompt attention to this request would be greatly appreciated. It is expected that a meeting will be conducted by mail to formalize action on a final budget and dues structure for 1985 following the September 19 directors meeting.


B. J. Pigg
Executive Director

Enclosure

cc: Special Counsel, K&E
Frantz, Warrick, Strack & Associates
Mr. Artabane, CW&T

50106

KIRKLAND & ELLIS

MEMORANDUM

TO: B. J. Pigg

FROM: Timothy S. Hardy and Arthur F. Sampson, III

DATE: August 27, 1984

RE: AIA/NA Position on a Final OSHA Standard

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT MEMORANDUM

At the Executive Committee's request, we detail in the attached outline: (i) the current OSHA requirements for asbestos, (ii) OSHA's April 10, 1984 proposal, and (iii) possible AIA/NA positions on what the new standard should require. The suggested AIA/NA positions reflect our general understanding of both what is likely to be feasible within the industry and what would be reasonable given the record compiled in the OSHA hearing.

We have tried to provide as much detail as possible to encourage maximum feedback and guidance from AIA/NA's membership. The principal components of the possible AIA/NA position set forth in the outline include the following:

- Achievement of 0.5 fiber/cc 8-hour TWA and 5.0 fiber/cc 15-minute ceiling Permissible Exposure Limits within two years (four years in friction manufacturing and rebuilding) through engineering controls.
- Monitoring, training programs, and medical surveillance in workplaces with workers exposed more than 30 days per year above 0.1 fibers/cc.

- Employer-sponsored smoking cessation programs.
- Provision of work clothes, warning signs, hygiene facilities and regulated areas when the PEL is exceeded.
- A variety of work practice requirements and prohibitions.
- A separate construction industry standard that would be based on the same PEL's as in the general industry standard--with no requirements for workplaces with exposures below 0.1 fibers/cc.

In some instances, potentially controversial positions have been included to spark discussion. In addition, several other issues deserve to be highlighted:

- OSHA has proposed allowing use of respirators to achieve the new, lower PEL. AIA/NA has already argued that the new PEL should be set at the level that can be feasibly achieved without respirator use. Thus, if AIA/NA recommended a 0.5 fiber/cc standard, companies would be expected to achieve such 8-hour time-weighted average exposures without use of respirators.
- The OSHA record contains considerable data indicating that respirator use may have only minimal efficacy unless workers are involved in a comprehensive program to assure proper respirator use. Such programs can be costly (often more than \$2,000 per worker per year). OSHA is likely to set tough standards for good respirator programs, and thus any respirator use requirements could be costly.
- Although OSHA suggests loosening the existing standard so that medical surveillance requirements would be only triggered for workers exposed above 0.2 fibers/cc (as opposed to the present trigger of 0.1 fibers/cc), it may be difficult to justify such a relaxation given that employers have been able to comply with the existing requirement for eight years.

8/27/84

OUTLINE OF
POSSIBLE OSHA REQUIREMENTS
FOR ASBESTOS

1. PERMISSIBLE EXPOSURE LIMITS

Current Standard

2.0 f/cc (8 hr. TWA);
10.0 f/cc (ceiling, no averaging time specified).

OSHA Proposal

0.5 f/cc (8 hr. TWA);
3.0 f/cc (15 min. ceiling);
OR
0.2 f/cc (8 hr. TWA);
2.0 f/cc (15 min. ceiling).

Possible AIA/NA Position

0.5 f/cc (8 hr. TWA);
5.0 f/cc (15 min. ceiling).

Same limits to apply to all fiber types.

2. COMPLIANCE DEADLINES

Current Standard

The 1972 standard allowed 4 years to reduce exposures from 5.0 f/cc to 2.0 f/cc.

OSHA Proposal

No compliance timetable specified because the proposal permits the use of respirators to achieve the PELs.

Possible AIA/NA Position

2 years to achieve 0.5 f/cc (TWA) and 5.0 f/cc (ceiling);

AND

in the case of friction products manufacturing and rebuilding, four years to achieve the final PELs.

3. METHODS OF COMPLIANCE

Current Standard

Requires that the PELs be achieved via engineering controls, except during the period when such controls are being installed, during emergencies, or where such controls are not feasible.

- c. [?] Immediate clean-up of visible asbestos accumulations via HEPA vacuums or wet methods, and, in the case of waste materials, disposal in sealed impermeable containers [?];
- d. Regular checks and maintenance of dust control equipment;
- e. [?] Local exhaust on hand or power tools used in unventilated areas; [?]
- f. [?] Regular cleaning of surfaces, walls, and ceilings. [?]

5. ANTI-SMOKING PROGRAM

Current Standard

No provision.

OSHA Proposal

No provision.

Possible AIA/NA Position

- a. No smoking on plant premises.
- b. Employer-sponsored smoking cessation programs, including:
 - post antismoking signs,
 - distribute anti-smoking literature,
 - make available smoking cessation programs.
- c. [?] Ban on new hires who smoke [?]
- d. [?] Removal of smokers from asbestos jobs after one year and transfer to non-asbestos jobs with rate retention if feasible [?]

6. MONITORING

Current Standard

- a. Method: phase contrast optical microscopy
- b. Frequency:
 - initial monitoring within 6 months;
 - both personal and area sampling required no less than semiannually for workers whose exposures "may reasonably be foreseen" to exceed the PELs.

OSHA Proposal

- a. Method:

Phase contrast optical microscopy; OSHA also indicates that additional provisions are being considered, including: (i) modifications to the method (e.g., NIOSH method 7400), and (ii) other provisions to improve counting reliability, such as training, certification of laboratories and/or counters, regular proficiency testing, and routine round robin programs.

b. Frequency:

OSHA mentions requirements for routine monitoring (presumably semiannually) of workers exposed above 0.2 f/cc and increasing the frequency to quarterly for workers exposed above the PEL.

Possible AIA/NA Position

a. Method:

Phase contrast optical microscopy; modifications to the current method should be mandated only after a brief period of testing; generally support training, certification and proficiency testing concepts but argue that a proposal with concrete regulatory language is needed.

b. Frequency:

- initial monitoring at all work stations where exposures are reasonably expected to exceed 0.1 f/cc; historical measurements can be used in making this determination;
- where initial monitoring is greater than 0.1 f/cc but less than 0.5 f/cc, quarterly monitoring required until two successive measurements more than 7 days apart are below 0.1 f/cc, in which case no further monitoring is required absent a significant process change;
- where initial monitoring is greater than 0.5 f/cc, monthly monitoring required until two successive measurements more than 7 days apart are below 0.5 f/cc, in which case quarterly monitoring is required as described above.

7. MEDICAL SURVEILLANCE

Current Standard

a. Scope: workers exposed above 0.1 f/cc.

b. Elements and frequency:

- x-ray: preplacement, annual, and termination;
- history: preplacement, annual, and termination;
- FEV and FCV: preplacement, annual, and termination;
- preplacement exams required within 30 days of first employment in an exposure job;
- termination exams required within 30 days before or after termination.

c. Medical Removal and Rate Retention:

- for workers medically unable to wear respirators.

OSHA Proposal

- a. Scope: workers exposed above 0.2 f/cc.
- b. Elements and frequency: OSHA vaguely mentions the following:
 - decreasing the frequency of x-rays;
 - expanding the period for preplacement exams to 6 months;
 - requiring a respiratory disease questionnaire;
 - training for administration of pulmonary function tests, the use of standard predicted values for same, and specifications for interpreting x-rays;
 - requiring occult bloods.
- c. Medical Removal and Rate Retention:
 - apparently would retain existing respirator fitness provision;
 - asks for comment on an "expanded" program of removal for workers at increased risk from further exposure.

Possible AIA/NA Position

- a. Scope: workers exposed above 0.1 f/cc for more than 30 days/year.
- b. Tests:
 - history, including questionnaire
 - physical examination
 - chest x-ray
 - FVC and FEV
- c. Frequency
 - preplacement and termination: all tests
 - annual: history only
 - for the physical examination, x-ray, and pulmonary function tests:
 - (i) every 5 years for workers who either are under age 35 or have had less than 5 years exposure above the 0.1 f/cc-30 day trigger;
 - (ii) every two years for workers who are between ages 35 and 45 but have had less than 10 years exposure above the trigger; and
 - (iii) annually for workers who either are over 45 or have had more than 10 years exposure over the trigger.
 - periodic reminders to terminated workers who were exposed above the trigger for more than 10 years to obtain medical exams.

d. Medical Removal and Rate Retention:

- retain current respirator fitness provision;
- [?] also remove workers with x-rays classified 1/0 under ILO criteria. [?]

8. RESPIRATOR PROGRAM

Current Standard

Prescribes selection criteria and requires compliance with ANSI Z88.2-1969 standards including the following:

- written program
- supervisor and user training
- regular cleaning, inspection and maintenance (at least daily)
- regular program evaluation including frequent random inspections of respirator use, maintenance, cleaning, etc.
- tightness test before each wearing
- quantitative or qualitative fit testing in a test atmosphere

OSHA Proposal

OSHA suggests the following additional provisions:

- specific quantitative or qualitative fit test protocols
- provision of multiple face piece sizes
- high-efficiency filters for air purifying respirators
- ban on disposables
- maintain current selection criteria but require that powered air purifying respirators (PAPRs) be provided in "appropriate circumstances"

Possible AIA/NA Position

- retain current selection criteria
- oppose high-efficiency filter requirement
- oppose ban on disposables
- oppose PAPR provision
- retain current provision for respirator program in principle, but amend to reflect latest ANSI standard Z88.2-1980 (this would include fit testing protocols, and provision of multiple sizes).

9. PROTECTIVE CLOTHING

Current Standard

Required for workers exposed above the ceiling (10 f/cc).

OSHA Proposal

Suggests that clothing be provided for workers exposed above the new PELs.

Possible AIA/NA Position

Provide protective clothing for workers exposed above the new ceiling limit.

10. REGULATED AREAS

Current Standard

No provision.

OSHA Proposal

Establish regulated areas where exposures exceed the PELs, or the action level (0.2 f/cc); requirements would include:

- access restricted to authorized personnel
- posting of warning signs
- ban on smoking and eating

Possible AIA/NA Position

Accept OSHA proposal, but only for areas where the PELs are exceeded.

11. HYGIENE FACILITIES

Current Standard

Single change rooms with double lockers for workers exposed in areas where the PELs are exceeded.

OSHA Proposal

Double change rooms and showering facilities for workers exposed above the PELs or perhaps the action level (0.2 f/cc).

Possible AIA/NA Position

Single change rooms, double lockers and showers for workers exposed above the PELs.

12. WARNING SIGNS

Current Standard

Scope: Where PELs may be exceeded

Legend: "ASBESTOS--DUST HAZARD--AVOID BREATHING DUST--WEAR ASSIGNED PROTECTIVE EQUIPMENT--DO NOT REMAIN IN AREA UNLESS YOUR WORK REQUIRES IT--BREATHING ASBESTOS DUST MAY BE HAZARDOUS TO YOUR HEALTH."

OSHA Proposal

Scope: In regulated areas.

Legend: "DANGER--ASBESTOS HAZARD--CANCER AND LUNG DISEASE HAZARD."

Possible AIA/NA Position

Scope: In regulated areas.

Legend: "WARNING--ASBESTOS HAZARD--CANCER
AND LUNG HAZARD--RESPIRATOR REQUIRED."

13. LABELS

Current Standard

Scope: applies to all products and containers except where the fibers are bound so that exposures over the PELs are not reasonably foreseeable.

Legend: "CAUTION--CONTAINS ASBESTOS FIBERS--
AVOID CREATING DUST--BREATHING
ASBESTOS MAY CAUSE SERIOUS BODILY
HARM."

OSHA Proposal

Scope: No provision or discussion.

Legend: Same as for warning signs, above.

Possible AIA/NA Position

Scope: All products or containers that may release fibers in excess of the PELs under reasonably foreseeable conditions of use.

Legend: "CONTAINS ASBESTOS--CANCER AND LUNG
HAZARD--USE RECOMMENDED WORK PRAC-
TICES--SMOKING INCREASES THE HAZARDS
OF ASBESTOS EXPOSURE."

14. TRAINING

Current Standard

No provision.

OSHA Proposal

- Pre-employment and annual training for workers exposed above the 8-hr. TWA PEL.
- Training to include health hazards of asbestos; effect of smoking; operations where exposure may occur; instruction in engineering controls, work practices, respirators, protective clothing; description of medical surveillance program; and emergency procedures.

Possible AIA/NA Position

Accept OSHA proposal but expand to cover all workers exposed over 0.1 f/cc more than 30 days/year and specify that initial training need only occur within first 30 days of employment.

15. CONSTRUCTION INDUSTRY

Current Standard

No separate provisions; requirements outlined above apply in full.

OSHA Proposal

Three possible approaches are outlined:

- a. Adopt PELs only.
- b. Apply the general industry standard to construction activities (as is presently the case).
- c. Adopt a special standard, such as that recommended by the BCTD, including provisions such as product classification; worker and employer training and certification; reporting prior to start-up; and special monitoring and medical surveillance provisions.

Possible AIA/NA Position

Recommend a two-phase approach as follows:

- a. Phase One: Immediately adopt a separate construction standard containing the following three elements:
 - (i) the same PELs as for general industry, i.e., 0.5 f/cc (8 hr. TWA) and 2.5 f/cc (15 min. ceiling);
 - (ii) work practice specifications, including:
 - (a) a ban on dry sweeping,
 - (b) a ban on blowing asbestos with air hoses,
 - (c) a ban on the use of power saws in installing A/C products unless equipped with dust collection and exhaust ventilation;
 - (d) use of HEPA vacuums or wet methods to clean up all visible accumulations; and
 - (e) disposal of waste in sealed impermeable bags.
 - (iii) respirator requirements as outlined in no. 8, above.
- b. Phase Two: Promptly propose additional requirements aimed specifically at high-risk operations in construction work, namely, major removal, renovation, or abatement projects involving friable asbestos materials; this supplemental proposal would cover the following:
 - (1) monitoring
 - (2) medical surveillance
 - (3) reporting and recordkeeping
 - (4) regulated areas and their decontamination

- (5) additional work practice and hygiene facility requirement
- (6) contractor and worker training and certification

~~4/11/84~~ → (I call - L/W) 404 + 320 - 5595
1/10/84 Jack Walsh -
- Full SV's bags on hand.

- Empties - 5150
- Also - Status of Aliper - do? (need hand-outs)

- Minimum printing? -

(Running 2M/mo. - domestic)

- Univ's empties - How many? -

- Telrite empties -

Lead time on printing bags.

→ Doesn't do any good for King City to call us with empties - and no other info

Recap

Does no good for plant to call all SV's empties no other info.

1. Counts for all Prods.
 - SV's, - empty 5150 Full
 - Univ's empty - Full
 - Telrite empty Full None
2. Status of Aliper - re-do?
3. Lead time to print bags
 - Min. size of printing

UNION CARBIDE CORPORATION OLD RIDGEBURY ROAD, DANBURY, CT 06817

F. V. McMILLEN
PRESIDENT - METALS DIVISION

March 19, 1984

Mr. Ken Campbell
President
Montello, Inc.
6106 East 32nd Place
Tulsa Oklahoma 74135

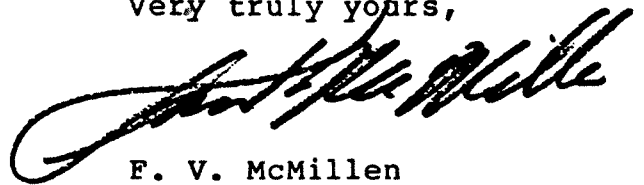
Dear Mr. Campbell:

On April 2, Union Carbide is consolidating its worldwide tungsten, uranium, vanadium, and chromium businesses in a new wholly owned subsidiary, Umetco Minerals Corporation. At the same time, we will be forming a wholly owned subsidiary for our asbestos business called Calidria Corp.

It is our intention to divest the asbestos subsidiary if a suitable buyer can be found. We feel that a company organized for and committed to developing the full potential of this business will serve our asbestos customers better, long term. As you may know, our metals operations primarily serve customers in the metals industry, while the customers of our asbestos business are usually in other industries.

We appreciate your business and your support over the years, and Calidria Corporation will continue to supply and service your needs in the future.

Very truly yours,



F. V. McMillen

50103

Ken/Allen Jan. '84
10,000
8/20/87

Jack Walsh Passed
on thru Linda to
Call the Bay Count on
S.V. 15,000 - 20,000

1000	Empty	Kemper West
5560	Full	
6560	(250)	min. order is 20,000

If we get Export order

200 - 300 m/T won't have
enough to cover -

Do we want to order bags?

SALES MEETING AT MONTELLO, INC. OFFICES

JULY 15, 1982

A G E N D A

Past Sales Performance

1982 Sales Performance

. Balance of 1982 Sales Outlook

Market Share

Drilling Activity: Past, Present and Future

1983 Sales Estimate

New Contract Agreement

Status update on:

Work practices

Supervis/Univis marketing program and product specs

Flosal vs CSV quality

Telvis

Outside dust monitoring

Packaging/Distribution and the DOT regulations

UNION
CARBIDE

UNION CARBIDE ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

June 18, 1982

Ken Campbell - President
MONTELLO, INC.
6106 East 32nd Place
Tulsa, Oklahoma 74063

Dear Ken:

Confirming our phone conversations on our sales meeting set for Thursday July 15 in Tulsa; Bob Byrne, George Lincoln and I will be arriving in Tulsa at approximately noon. We will have a rental car and grab a bite to eat for lunch and plan on being over at your office at about 2 p.m..

The following is a list of agenda items to be discussed during our meeting:

- ✓ Drilling activity at present and '83 outlook
- ✓ Downward sales volume
- ✓ Downward price pressure ← documentation?
- ✓ Balance of '82 sales outlook
- ✓ 1983 sales estimate
- ✓ 1983 pricing
- ✓ Work practices status
- ✓ Supervisbestos/Univis marketing program
- ✓ Supervisbestos/Univis product specs
- ✓ Telvis
- ✓ New contract agreement
- ✓ Carey asbestos - a new competitor?
- ✓ Packaging/distribution and the DOT regulations
- ✓ Outside dust monitoring update

It is a comprehensive agenda, and I expect that some of the items will spill over to our dinner that evening. Any uncovered topics or a wrap up can be accomplished Friday morning if required. Please arrange for guaranteed single room reservations at the Hilton at Skelly Drive (918-622-7000) for us for the evening of the 15th.

Let me know if you have any questions or additional agenda items that need to be included prior to our meeting. The agenda content covers most of our joint marketing activities and we look forward to a problem solving discussion at our meeting.

Very truly yours,
Jack Walsh
J. E. Walsh

JEW/nlw

50196

JW - 9/29/88 404 + 320 - 3595
10:30 AM Jack Walsh notes

1. Proposed short OSHA
into bulletin

2. Proposed version with
copies of recap sheets on
test results (field moni-
toring).

3. We want your OK in
letter form.
- Have certain res-
ponsibilities under
indemnity agent.

4. Talking to our atty late
this week on rep agent.
- Sorry for delay -
I'll get back to you

5. Fukuma/Torroie coming
in Mon. -
- Chuck Flu on bags
(should give him one)
- Reminder - we want
6 of each bag.

inda set
hipped by
APs - 9/24 (Fri)

6. Bob Byrne met "Fe" patentee
twice. - He'll wire us in.

9/7/82

- 4/w Jack Walsh call

1 a.m. 1. We'll send draft of
rep agmt.

2. Jim Rouse
Barbury Comm
Law Dept.

- To whom?
- Basically, adjust to
take indemn. agmt into
acct. (Some conflicts
in interp, due to "add
on" phrases to basic
rep agmt.)

2. New OSHA package
- What changes req'd
by Rouse?
- Get underway ASAP

3. Tomorrow, bot 4 FCL at
new "Telvis".

4. Get Bob Byrne in touch
with us re "Fe salt
treated ext. fiber" -

allen

Super Visbestos

Prepared by: _____
 Approved by: _____

	1	2	3	4	5	6
Customer or Warehouse	Date	P.O.	Quan.			
Western States	4/7/82	3968	400			
Astro Mud	4/7/82	3968	440			
Brashee Mud	4/8/82	3972	840			
Odessa Warehouse	4/21/82	3978	840			
Tomoe Engr.	4/22/82	3979	2250			
Western States	6/2/82	3998	400			
Odessa Warehouse	6/2/82	3998	440			
Montello/DKS for export to Egypt	6/9/82	4000	6000			
Horizon Mud	6/21/82	4002	400			
Chem. Drill	6/21/82	4002	440			
American Mud	6/29/82	4005	2400			
Odessa Warehouse	7/6/82	4007	840			
Pake Chas Warehouse	7/7/82	4008	840			
IDF for export to Egypt	8/3/82	4014	4400			
Singapore	8/13/82	4017	750			
Quepark Bulg.	8/30/82	4019	840			
Singapore	8/31/82	4020	750			
Elk City Warehouse	8/31/82	4021	840			
Petroplex	9/27/82	4026	400			
KCA Omgaham	9/27/82	4026	440			

Branded
 Fur P/P
 T. W. H. A.
 B. A. G. S.

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

October 11, 1982

Mr. Jack Walsh
Union Carbide Corporation
17 Executive Park Drive
Atlanta, Georgia 30329

Dear Jack:

Enclosed is a copy of our proposed re-draft of the Distribution Agreement. The changes are in order to acknowledge and enable the existence of the Indemnification Agreement.

We have also enclosed the re-drafted pieces relating to OSHA. We'll need some form of approval by Ucar on their content, before they can be printed and distributed.

Also, just a reminder that we will need "prior written consent" for our use of your logo on our private labeled bags, in accordance with paragraph 6 of the Distributor Agreement. This consent should also cover us for our use of test data and reports prepared by Ucar.

We are sending a duplicate set of everything, including this letter, to Jim Rouse. If either of you need anything further from us, please let us know.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

cc: Mr. J. B. Rouse

Enc. as stated

THIS IS OUR
25 TH
ANNIVERSARY

50200

0/21/82 I L/W - 10/21
Jack Walsh

1. bet our Oct 11 letter
with enclosures >
- Status of each?
2. Have test results from
Fred. - We'll send you
the copy we'll use with
OSHA package. (You approve?)
- 3.

He'll call Rouse

- Make ~~ensure~~ sure he re-
ceived everything
- Push him to finish
& approve the OSHA
pkg.
- He'll ck & OK latest
field results - soon
as he gets em.

I told him but by the
way, hitting on us as
S Vis. (See, be careful -
they don't pay well) -
That's why we out
in 1st place.

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

October 25, 1982

Mr. Jack Walsh
Union Carbide Corporation
17 Executive Park Drive
Atlanta, Georgia 30329

Dear Jack:

As discussed with you earlier today, we have modified the recap on the most recent monitoring results, so they follow the same format as the others we've used. Please look it over and verify the contents to your satisfaction. If everything is OK to use, please drop me a line confirming that. If anything is not OK, please let me know so we can change it.

As soon as we have the approval, we'll include it in our standard response mailer.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. as stated

THIS IS OUR
25 TH
ANNIVERSARY

50202

0/27/82

Jack Walsh

Jim Rouse

OSHA package

Final condition - attached
pkg is O.K. with us
(Montello Supplemental
Info "Stop")
He'll condition by letter - go ahead & print

Rep agent "under way" -

No price increase 1st of yr.

Maybe are July 1st.

Told him we sold 400
on "Quicke" to Great Gulf
thru Dresser.

CR

CR

UCAT
OAL SPIC
Production

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

In Proceedings For A Reor-
ganization Under Chapter 11.

JOHNS-MANVILLE CORPORATION, formerly known as JM MERGER CORPORATION,	Case Nos. 82 B 11656
MANVILLE CORPORATION,	82 B 11657
MANVILLE BUILDING MATERIALS CORPORATION,	82 B 11658
MANVILLE FOREST PRODUCTS CORPORAION, formerly known as JM CAPITAL CORPORATION, OLINKRAFT, INC. and DECEMBER INVESTORS,	82 B 11659
MANVILLE INTERNATIONAL CORPORATION,	82 B 11660
MANVILLE EXPORT CORPORATION,	82 B 11661
MANVILLE PRODUCTS CORPORATION,	82 B 11662
JOHNS-MANVILLE AMIANTE CANADA INC., formerly known as CANADIAN JOHNS- MANVILLE ASBESTOS LIMITED,	82 B 11663
JOHNS-MANVILLE CANADA INC., formerly known as CANADIAN JOHNS- MANVILLE COMPANY, LTD. and THE HOLOPHANE COMPANY LIMITED,	82 B 11664
JOHNS-MANVILLE INTERNATIONAL CORPORATION,	82 B 11665
JOHNS-MANVILLE SALES CORPORATION, formerly known as JCCI, INC., CLUB CAR, INC., L. GRANTHAM, HAMILTON MANUFACTURING COMPANY, INCORPORATED, JOHNS-MANVILLE ENERGY RESOURCES CORPORATION, J-M FRESNO CORPORATION, JOHNS-MANVILLE PERLITE CORPORATION, JOHNS-MANVILLE PIPELINE ACCESSORIES CORPORATION, JOHNS-MANVILLE STRUCTURAL SYSTEMS CORPORATION, KEY TRANSPORTATION, INCORPORATED, MOBILITE, INC., PLASTICS CORPORATION OF AMERICA, SOUTHERN JOHNS-MANVILLE PRODUCTS CORPORATION, SOUTHERN REFINING CORPORATION, STILLWATER CORPORATION, and ZESTON,	82 B 11666
MANVILLE INTERNATIONAL CANADA, INC.,	82 B 11667
MANVILLE CANADA INC.,	82 B 11668
MANVILLE INVESTMENT CORPORATION, formerly known as JOHNS-MANVILLE INVESTMENT CORPORATION,	82 B 11669

MANVILLE PROPERTIES CORPORATION,	82 B 11670
ALLAN-DEANE CORPORATION,	82 B 11671
formerly known as HMP CORPORATION,	
KEN-CARYL RANCH CORPORATION,	82 B 11672
formerly known as KEN-CARYL, INC.,	
JOHNS-MANVILLE IDAHO, INC.,	82 B 11673
MANVILLE SERVICE CORPORATION,	82 B 11674
formerly known as JM CAPITAL	
CORPORATION,	
MANVILLE CANADA SERVICE INC.,	82 B 11675
SUNBELT CONTRACTORS, INC.,	82 B 11676

Debtors.

-----X

ORDER FOR MEETING OF CREDITORS,
COMBINED WITH NOTICE THEREOF
AND OF AUTOMATIC STAY

TO THE DEBTORS, THEIR CREDITORS AND EQUITY SECURITY HOLDERS, AND
OTHER PARTIES IN INTEREST:

Orders for relief under 11 U.S.C. §101 et seq., chapter
11 of the Bankruptcy Code, having been entered upon the petitions
filed by the above-named debtors on August 26, 1982,

IT IS ORDERED, AND NOTICE IS HEREBY GIVEN, THAT:

1. A meeting of creditors pursuant to 11 U.S.C. §341(a)
shall be held at the New York Statler Hotel, 33rd Street and
Seventh Avenue, New York, New York in the Terrace Ballroom on
December 2, 1982 at 2:00 o'clock in the afternoon of that day.

2. The debtors shall appear by their executive officers
at that time and place for the purpose of being examined.

IT IS FURTHER ORDERED, AND NOTICE IS HEREBY FURTHER
GIVEN, THAT:

3. The meeting scheduled herein may be continued or
adjourned from time to time by notice at the meeting without

further written notice to creditors, equity security holders and other parties in interest.

4. At the meeting the creditors and equity security holders may file their claims, examine the debtors and transact such other business as may properly come before the meeting.

5. The acting United States Trustee for the Southern District of New York or his designee will preside at the meeting.

6. As a result of the filing of the petitions, certain acts and proceedings against the debtors and their property have been and continue to be stayed as provided in 11 U.S.C. §362(a). Significant parts of said Bankruptcy Code section have been reproduced on the enclosed statement.

7. By order of the Bankruptcy Court dated August 26, 1982, the time within which the debtors are required to file their schedules, lists and statements under 11 U.S.C. §§521(1) and 1107(a) and Rule 10007 of the Interim Bankruptcy Rules scheduling creditors and equity security holders was extended to December 24, 1982. After the schedules, lists and statements are filed with the Clerk of the Bankruptcy Court, any creditor or equity security holder holding a scheduled claim which is scheduled as undisputed, noncontingent or liquidated as to amount and status, may, but need not, file a Proof of Claim in these cases. Any creditor or equity security holder whose claim is not scheduled or whose claim is scheduled as disputed, contingent or unliquidated as to amount and/or status and who desires to participate in the cases or share

in any distributions must file a Proof of Claim or before a date to be later fixed, of which you will be notified. Any creditor who desires to rely upon the schedules, lists and statements has the responsibility for determining that he is accurately scheduled.

8. United Merchants Information Services, Inc., located at 1650 Palisade Avenue, Teaneck, New Jersey 07666 has been authorized by order of the Bankruptcy Court to receive Proofs of Claim and maintain an official claims docket. Any Proofs of Claim are to be mailed to and filed with Manville Corporation c/o United Merchants Information Services, Inc., P.O. Box 368, Teaneck, New Jersey 07666.

9. The Clerk of the Bankruptcy Court shall maintain a duplicate official claims docket at the office of the Clerk, United States Bankruptcy Court, Southern District of New York, United States Courthouse, Foley Square, New York, New York 10007 and may be inspected thereat during ordinary business hours.

10. After the debtors' schedules, lists and statements have been filed with the Clerk of the Bankruptcy Court, you will receive another notice indicating either (i) how your claim was scheduled, accompanied by a Proof of Claim form for your use in filing a claim in the event you disagree with the manner in which your claim was scheduled or (ii) how you may ascertain how your claim was scheduled (i.e., telephonic or written communication to the debtors' designee) accompanied by a Proof of Claim form for your use in filing a claim in the event, after communicating with

the debtors, you disagree with the manner in which your claim was scheduled. ACCORDINGLY, PLEASE REFRAIN FROM FILING ANY PROOFS OF CLAIM UNTIL AFTER THE DEBTORS' SCHEDULES, LISTS AND STATEMENTS HAVE BEEN FILED WITH THE CLERK OF THE BANKRUPTCY COURT AND YOU HAVE BEEN NOTIFIED THEREOF.

11. Notice of the matters contained herein shall be deemed sufficient if a copy hereof is mailed by regular mail to all known creditors, equity security holders and other interested parties on or before November 11, 1982.

Dated: New York, New York
November 9, 1982

BY ORDER OF THE COURT

/s/ BURTON R. LIFLAND
UNITED STATES BANKRUPTCY JUDGE

LEVIN & WEINTRAUB
Attorneys for the Debtors
225 Broadway
New York, New York 10007

DAVIS POLK & WARDWELL
Attorneys for the Debtors
One Chase Manhattan Plaza
New York, New York 10005

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 7, 1982

Mr. Jack Walsh
Union Carbide Corporation
17 Executive Park Drive
Atlanta, Georgia 30329

Dear Jack:

Here is a duplicate of the information package we have just sent to the Safety Directors for the four major mud companies. We've also copied John Myers, Blair Ingalls and Fred Smith. Let us know if you need them sent to anyone else.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. (4)

12/5 Sent - New 1 pg (OSHA Related Info)
- Data Recap (Fld. Mon. Info Summary)
- HIA Work Practices

50210



UNION CARBIDE CORPORATION

120 SOUTH RIVERSIDE PLAZA
CHICAGO, ILLINOIS 60606

CREDIT DEPARTMENT - MIDWEST REGION
TELEPHONE: (312) 454- 2057

January 4, 1982

Mr. Charles F. Petri
Secretary/Treasurer
MONTELLO, INC.
6106 E. 32nd Pl.
Tulsa, Oklahoma 74135

Dear Mr. Petri:

In reviewing our confidential credit file we find that while we have general information of a favorable nature concerning your company, we do not have a copy of your most recent financial statements.

We would appreciate a copy of your most recent financial statement and interim statement including any accompanying notes so that we can fully meet your requirements for the coming year. You can be sure these statements will be held in the strictest of confidence and used for our credit purposes only.

I would like to take this opportunity to thank you for your interest in our products and to wish you the best in the coming year.

Very truly yours,

Neil R. Johnson
Midwest Region Credit

NRJ/sc

50211

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

January 8, 1982

Mr. Jack Walsh
Union Carbide Corp.
17 Executive Park Drive
Atlanta, Georgia 30329

Dear Jack:

Enclosed is a copy of our lawyer's recommendation, based on Bob Fusaro's draft. Would appreciate it if you would send copies to the proper people. We'll stand by to hear from you on their thoughts or questions.

Also enclosed is a copy of a letter from Mr. Johnson of the midwest region credit department. Jack, we haven't received such requests in many years. Handing out financial statements is a very simple matter for any publically owned company. However, we are privately owned, and we consider our statements proprietary and confidential. With our long history of prompt payment for all valid invoices, we find it hard to believe it is suddenly necessary for the credit department to require our statements. We only do this with our customers when there is some indication of financial problems.

Mr. Johnson is very welcome to check with our bank, (Utica National Bank & Trust Co.; Mr. Jim Ross; we have a 2 million dollar line of credit, which is currently almost unused). In addition, he can check our Dun & Bradstreet listing, (Duns number 00-722-1682; rated 3A1, which is the highest composite credit appraisal they can assign to a company our size).

In short, Jack, it seems to us there should be abundant evidence of our financial strength, without our having to divulge confidential statements. Since you are now the "point man" in all our dealings with Union Carbide, we're asking that you forward our response to the proper people.

Best regards,

MONTELLLO, INC.

Kenneth N. Campbell

KNC/rmr

Enc: (2)

50212

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

THIS IS OUR
25 TH
ANNIVERSARY

January 22, 1982

Mr. John Crane, Advertising Manager
Metals Division
Union Carbide Corp.
23rd Floor
11 West 42nd Street
New York, NY 10036

Dear Mr. Crane:

Please refer to our letter of December 8, and to our phone conversation of December 15, 1981. We have received camera ready artwork from our advertising agency on the Super Visbestos and Univis bags. They reflect our instructions for including the Union Carbide logo. We believe they comply with your wishes.

In any case, please advise us at your earliest convenience. We will forward the original artwork to your King City plant, if you approve. If not, we welcome your prompt instructions for change.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/rmr

Enc: (2)

cc: Mr. Jack Walsh

50213

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

Outside recount
THIS IS OUR
25 TH
ANNIVERSARY

February 11, 1982

Mr. Jack Walsh
Union Carbide Corp.
17 Executive Park Drive
Atlanta, GA 30329

Dear Jack:

Enclosed is a copy of Blair's letter to EAL. We appreciate his help in getting us in touch with them. This is the recounting program we've talked about before. It just may possibly indicate that Niagra Falls is (understandably) conservative on the high side in their counts. If not, we'll still have a very useful body of verification from an independent facility.

The reason for our letter is to ask whether this program may also be of some benefit to Ucar. If so, we would welcome any available help in covering the cost. Please let us know what you find out.

Still no word on the indemnification agreement, or the redraft of our basic representative agreement. With no indication to the contrary, we assume both are progressing toward conclusion.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/rmr

Enc: (1)

50214

February 8, 1982

Mr. George Caesar
Environmental Analysis Laboratories Corp.
2030 Wright Avenue
Richmond, CA 94804

Dear George:

Enclosed you will find 44 filter samples which we would like you to analyze for asbestos fiber concentration by the standard NIOSH method. Please report the results in fibers/field including the number of fields counted. I will also need your microscope field area in square millimeters for calculation of airborne concentration. The samples are identified as follows:

<u>A</u>	<u>B</u>	<u>C</u>	<u>E</u>	<u>L</u>
22	13	1	12	7
37	14	3	38	37
44	17	12	40	67
45	18	13	53	
47	19	14	57	
71	25	16	63	
72	29	17	71	
83		24		
87		25		
92		32		
93		36		
94		48		
96				
98				
99				

This work is at the request of our distributor, Montello, Inc., 6106 E. 32nd Place, Tulsa, OK 74135. Charges for this work, which I understand from our earlier conversation is \$22/sample, is to be charged to Montello. Their P.O. requisition for this work is No. 3926.

Best regards,



B. L. Ingalls
Supervisor
Special Projects

BLI:da1
CC: R. E. Byrne
K. N. Campbell

50215

2/24/82 Blair Ing. calls us.
A Results - on counts -
Let all less than U-Car
ry 2:6/100 fids - 2 of 44
were 11 (would give
TWA far below 1 f/cc)

Allen - what is shear
rate - 300 A flow in annulus.
(150 - 300 or so ??)

INVOICE
14172

PAGE OF

50217

10 call 1100 2

Is there any change
in shut-off (from 5.1.5)
May 1 one bag dec-94

~~4. 12/11/94~~

S. Bob Pigg status - (work
practice) -

£800

→ (The old J.L. money comes
to mind - ~~£800~~ 1200/mo. £4000)

"What is conspr. on high side
to strengthening conditions
500-550 more records
- But said hard send us
disc "on splitting
- Bob Burr said "no
- Blair. (see attached call made
- 6x King report from

last. some
having some
e counted.

2. Records on 44 person/
hair descriptions reported well
- below 1 TWA.

$\frac{1}{3} =$ to proper size for bag.
- size of artwork below up

- "PMS" 253
- "PMS" 253
- "PMS" 253

1. Bags with be white
- 1/1/94 - 1/1/94 - 1/1/94
- 1/1/94 - 1/1/94 - 1/1/94
- 1/1/94 - 1/1/94 - 1/1/94

408 + 385 - 561
1/5/94 1/4 25 - Wine excellent - Thank

3/5/82

Blair calls - 3/

Fred recounted 8-9 "personnel
during dump" samples.

Blair call Test lab - -

"suspect band counts" -

- lab will recount

and report to

Blair -

How long ~~looking~~ looking fwd to in-
cluding in our discussions
- mid week next
week -

~~at higher counts~~

Blair will call us
prox mid-week



Calidria ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

March 8, 1982

Ken Campbell - President
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74063

Dear Ken:

The following is a summary of current bag pricing we have obtained from our West Coast supplier:

Univis - Our Code 80-13A Bags

Bag Type	20M	40M	80M
3/60 lb. ply Kraft 1 color	\$244.70/M	\$237.85/M	\$236.65/M
2/60 lb. Kraft, 1/50 lb. bleached ply bags 1 color	\$275.95/M	\$269.10/M	\$267.90/M
up charge for second color add	\$ 2.75/M	\$ 1.50/M	\$ 1.25/M

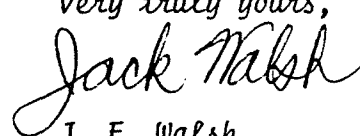
1 time 2 color plate charge \$300-\$400

Supervisbestos - Our Code 80-12A Bags

Bag Type	20M	40M	80M
4/50 lb. ply Kraft 1 color	\$320.30/M	\$313.45/M	\$312.25/M
3/5 lb. Kraft, 1/50 lb. bleached ply bags 1 color	\$354.80/M	\$347.95/M	\$346.75/M
up charge for second color add	\$ 2.75/M	\$ 1.50/M	\$ 1.25/M

1 time 2 color plate charge \$300-\$400

The pricing and extra costs are based on what the new Univis and Supervisbestos bags will cost and would be applicable to the costing work you are doing for Telnite. Please let me know if you have questions on the above or need any further information.

Very truly yours,

J. E. Walsh

Jack will get 5M quantities

50220

I call him 3/15/22

~~Shirley~~ Walter Drake
320-3595
Tack Wald 404 + ~~321-6600~~
~~340~~

1. AIA work practices should be printed/available by EO April.
 - General mailing
 - Work Practices
 - Outside lab counts (show < .1 d/cc TWA -- no medical record retention).
2. Indem agmt. also con-cluded by them.
3. Set scene for distrib-ut of updated tech data, etc. (mail & personal present).
4. During last half should begin seeing increase in activity
 - 15-20% above present ave. sales (past 6 mos.)
5. Should begin ~~seeing~~ seeing some impact from private label deal with ~~Telmit~~ Telmit thru Tormo.

[6.] Bag # letter rec'd -

- Why is S's 4/4, Univ 3/4?
- Need a 5M quant. if possib.

Over

Ucar - ^{3/1}John / Jack Walsh
404 + 320 - 3595

1. Conditions in drlg ind. really look poor. ^{Just} ~~last~~ several days no stability in crude prices
- Predictable result - drlg activ. reacting negatively
- See no evidence of any real improvement several months, or more

2. Made corporate decision to reduce our exposure in drlg
- Consolidate & streamline
- Field where stocks to 1 or 2 (Tulsa)
- Field reps functions, handle ex Tulsa
- Major cutback in drlg. ita ops -- to match weak, overpopulated industry.

3. We've cut people, stocks, expansion plans.
- Result is ~~no way~~ ~~no one's investment~~ ~~in~~ back-up stocks

21 & 28th Meet - Which?
- Give us your counts on SVIS, Univis, Surlint, telvis - and bags
- Don't mdr more till further discussion.
Step in and help $\rightarrow$ ^{Got right horse} in race
30 day terms?
Consignment?
(us - be a 70 commiss rep)

3/15/83 Jack Walsh.

1:00 pm @ H/Port

2:00 @ our office

5:00 or so - then
dinner.

Blair Ingalls
Bob Byrne
Gordon Dixon
Geo. Lincoln
Jack Walsh
John Myers (Maybe)

5 singles @ Hilton
Mon - 21st (one night)

Tom Morris - export.
155 tons this year
(Tomco/Telrite)

U.S. telex from - Ucar
coming in -
Please re-do your
est. on Telrite

Allen
~~#1~~ #1 Blair's report (any Q's) - call
Blair ahead
#2 Business environment

3/21/83

Ucore Meet Notes (1 p. or so)
Jack Walsh
George Lincoln } Dinner
Blair Ingalls }
Gordon Dixon }
Bob Byrne } LV prob 4:30 or so.

1. Tomoe TLX on volume.

2. Bon Voyage to Bob Byrne

3. Talk through market back ground notes. (3 pages)

4. Asking patience, while we implement the approach
- We'll handle all credit, collections, stocks, etc. --
No change

- edat is
weak - can't
get some
orders

- Business is lousy, and
will be ~~for~~ for many months.
- We'll be ready when it
recovers.
- Meanwhile, keep stocks
@ K City low. -

5. Q. - Like to explore whether
call some kind of "pass-through"
ack where could be arranged re individual
shareholder action agmt. (they may buck @
selosure as best as thru whse.)

6. Blair's report. -

- George Lincoln - moving up
under Bill Thurber to Banker,
- J. T. (Jim Kelly) - takes
George's place



Calidria ASBESTOS

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

June 24, 1983

Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

Dear "Calidria" Asbestos Distributor:

The "Calidria" Asbestos Sales Department will relocate from Niagara Falls, NY, to the Union Carbide consolidated office in Pittsburgh on July 10, 1983. Contact after that date should be as follows:

Union Carbide Corporation
Metals Division
Robinson Plaza II, Route 60
Pittsburgh, PA 15205

Telephone: 412/787-5830

Please continue to place orders directly with your salesman or King City, if you do so now. If you placed your orders directly with Niagara Falls, please use the address above.

Thank you for your cooperation in this matter.

Very truly yours,

Gordon L. Dickson
Gordon L. Dickson
Manager-Asbestos Sales

GLD:dac

CC: T. P. Norris
J. E. Walsh

50179

8/15/8

56.4 7.25

11/15/08

(Handwritten signature)

7224. H#50 - 51nyt H50/

Levy/1 acct 2700 11/20/24
LPH 2700 11/20/24
LPH 2700 11/20/24

~~Expt~~ Expt
P-19 Mtd Add'l
07-10-11
#5Q

[illegible]

Doc 20 - 82

Jack W. - UCC -

Nov 8 (Tues)

Gordon Dixon -

Jim Kelly (T/O drum
Geol Lincoln)

→ Bill Thurber
"Rt hand"

+ Jack W. -

(Dan ^{Kapral} ~~Capral~~ - Blair's loss)

"Quitting" alt to in house country
won't be here, but knows
what the probs are.

be here 2 pm. -

Meet + then
Dinner -

Tomoe/Telvi's update
Review 83

Also 84 (\$)

Monitoring

Ashland (making a
indem.)

Update all on Star lid
situation

UCC meet - 11/8 ~~10/8~~

asktār Sāl
Sālē (not kuyē)

50183

Aluminum ingots to SE Asia?
(200 MT/Mo?) A380; A383



Calidria ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

October 20, 1983

Mr. Ken Campbell
MONTELLLO
6106 East 32nd Place
Tulsa, Oklahoma 74063

Dear Ken:

Confirming our phone conversation yesterday, Gordon Dickson, Jim Kelly and I will arrive in Tulsa on Tuesday, November 8, somewhere between noon and 2 p.m. We will have a rental car and drive over to your office when we all arrive and have our business review/sales meeting with Harry, Allen, Chuck and yourself.

Agenda items for the meeting include:

- 1983 sales and drilling activity
- 1984 outlook in the drilling industry
- 1984 pricing
- Field monitoring of drill rigs, past, present and future
- Work Practices legislation for the drilling industry
- Halliburton/Shurelift situation
- Offshore Telvis sales outlook
- Ashland Chemicals Oil Field Products Group

Whatever agenda items we may not be able to cover at the office can be discussed during our joint dinner. I'll leave the restaurant choice and reservations up to you. We have reservations at the airport Sheraton that night for ease of departure the next morning. The agenda covers many items of our mutual interest, but if there are others not included that you would like to include, please let me know.

We expect that our joint discussion of the agenda topics will assist us both in increasing our asbestos sales to the drilling industry.

Very truly yours,

J. E. Walsh
Manager - Distributor Sales
Metals Division

JEW/dlb

Also - UCC amendment letter to
Mont. Distributor Agent.

11/1 - I hit Jack on poss. "indemn agent"
for selected cos. - Need hear "OK" to explore.

50184

UAB - meet notes

- from WFO mmp / Telvis - (went for big pull)
 Tame - (83) EPA has hit papers. (Same gripe)
 - Hit - 10⁵⁰ inst A
 - 11/11/11 - (gover than prop & to 4)

- Field stocks; training
- Indemnific. (liens, ind. to trade thru them - instructions)

→ Asst. consultant for TM-writers,
9. Aluminum ingots? - 200 MT (A380; A383)
- "non-major" source.

10. Give all "Who We Are" brochures - ps

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

November 15, 1983

Mr. Stephen E. Foster
Market Manager
Oil Field Chemicals
Specialty Chemicals Division
Union Carbide Corporation
Old Ridgebury Road
Danbury, CT 06817

Dear Steve:

Many thanks for the use of the "book". We look forward to future opportunities for returning the favor, and especially to any prospects for mutually profitable joint marketing activities.

Best regards,

Montello, Inc.


Kenneth N. Campbell

KNC/ca

Encl: (1)

50186

11/18/83

Mon. For. rep

- (1) - They'll send us the last mon. for. rep results (we'll have to use it)
- Jack will ck whether we have to get end (outside) data. -

- Contact Leed Oil -
tell em we got high number

- "We won't sell to you any more"

He'll send us a "notice letter" to resend to Western & Leed Oil & OAS

- (2) OK to "dist" with Independent agent to IMCO. - ~~Not~~ to anyone else, then. -

- (3) \$ increase will go into effect 1/1/84 - - No moratorium.

From The Desk Of
GORD DICKSON

KEN —

ATTACHED IS copy of memo regarding
proposed DANISH regulations for asbestos
and other mineral fibers. Cannot
find IRDA statement on the toxicity
of attapulgite but will send you a
copy the next time I RUN ACROSS
it.

Regards,
Gord Dickson



"CALIDRIA" ASBESTOS

RECEIVED

OCT 7 1983

UNION CARBIDE
KING CITY, CA

October 4, 1983

TO: Messrs. B. J. Pigg
John H. Lonnquist, Jr.
Jean Dupere
Joseph T. Mooney, Jr.
Frank W. Wardley
Kurt Schwarz
John L. Myers
Thomas Dougherty

SUBJECT: Proposals of Danish Labour officials for TLV's for
Asbestos and Natural and Synthetic Mineral Fibres

The proposals outlined in the attached memorandum from Dansk Eternit are of particular interest. Promoters of substitute fibers for asbestos will not be pleased.

Mr. Hansen correctly points out the reference method (membrane filter) is useless for monitoring a mixture of fibers.

If the authorities, Danish or others, establish TLV's for fibers other than asbestos, airborne concentrations of mixtures of fibers cannot be measured by the reference method unless the TLV's and definitions of fibers of all substances are identical.

Sincerely,



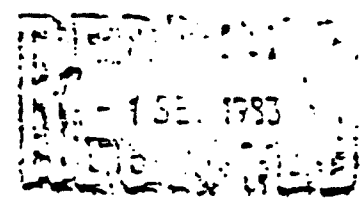
John H. Marsh

1s
attachment

50189



OCT 3 1983



Asbestos International
Association
68 Gloucester Place
London W1H 3HL
ENGLAND

Dokument ref. AIA/12/reg Vort ref. EHH/LP 9100 Ålborg 29th August 1983

Att.: Sir Neville Stack, Director General

Dear Jimmy,

E113

Thank you for your telex No. AIA/447 of 24th August 1983.

As you may know, the Danish Labour Inspection has suggested the following TLV's as from 01.01.85:

- Asbestos,
excl. Crocidolite, which is banned 0.5 f/ml
- Mineral fibres, natural origin
(Wollastonite, Attapulgit, Zeolith) 0.5 f/ml
- Mineral fibres, synthetic
(glass wool, mineral wool, slag wool) 1.0 f/ml

Industry is going to raise objections via the Federation of Danish Industries. For our part we have had a preliminary meeting with the Federation, and from our memo I should like to quote:

Asbestos:

"With a new TLV of 0.5 f/ml a considerable number of "approved" tools and methods would not any more be in the "low-dust" category -".

Fibres, synthetic and natural, inclusive of asbestos:

"In a mix of fibres, and using the reference method the identification of the various types (asbestos, cellulose, glass wool, Wollastonite, etc.) in the relevant range and the assessment of the percentages may only be done with a substantial spread."

1/11/82

LEEDE OIL & GAS, INC.



GENE POLLARD
DRILLING AND
COMPLETIONS MANAGER

BUS. 915-682-2535
RES. 915-362-3877
500 BUILDING OF THE SOUTHWEST
MIDLAND, TEXAS 79701

13014 Western Drilling Company
13014 North Wagon Rd.
Yukon Co. 73099

Drilling Supt. Raymond Smith

1-800-522-3869

Sept. Rig #207

Personals

	<u>NSI</u>	<u>U.C.C.</u>	<u>mi.</u>
C-64	0.03	0.052	109
S.V. C-1	7.12	4.937	14
C-2	0.01	0.042	118
C-10	13.09	7.283	13
C-9	0.05	0.025	141
C-21	0.63	0.987	329

TWA U.C.C. = .514 $\frac{1}{cc}$
N.S.I. = .7049

Personals Univis

	<u>NSI</u>	<u>U.C.C.</u>	<u>mi.</u>
C-18	0.01	0.071	100
C-28	2.23	4.071	14
C-39	0.01	0.083	94
C-34	0.89	1.809	13
C-32	0.03	0.026	135
C-25	0.10	0.238	21

TWA U.C.C. = 0.2738
N.S.I. = 0.135

PROCEDURE FOR FIBER COUNTING

A section of the cellulose ester membrane is removed and optically cleared. The fibers greater than 5µm in length having an aspect ratio in excess of 3:1 (length-to-width) are counted using the NIOSH counting criteria. The counting field and fiber length/aspect ratio is defined by a calibrated Porton reticule.

A minimum of 20 fields are counted even if the total fiber count exceeds 100. A minimum of 100 fibers are counted unless the number of fields counted is 100.

The average airborne asbestos fiber concentration estimated by the filter sample may be calculated from the following formula:

$$AC = \frac{[(FB/FL) - (BFB/BFL)] (ECA)}{(1000) (FR) (T) (MFA)}$$

- where:
- AC = Airborne fiber concentration in (fibers > 5µm)/cm³.
 - BFB = Total number of fibers counted in the BFL fields of the blank or control filters in fibers > 5µm.
 - BFL = Total number of fields counted on the blank or control filters.
 - ECA = Effective collecting area of filter (855 mm² for a 37-mm filter with effective diameter of 33 mm).
 - FR = Pump flow rate in liters/min (1 pm).
 - FB = Total number of fibers counted in the FL fields in fibers > 5µm.
 - FL = Total number of fields counted on the filter.
 - MFA = Microscope count field area in mm² (generally 0.003 to 0.006).
 - T = Sample collection time in minutes.

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 23, 1983

Mr. Ray Taylor
Major Mud Supply, Inc.
P. O. Box 1032
Elk City, Oklahoma 73648

Dear Mr. Taylor:

Enclosed please find a complete set of all data received from Union Carbide on recent monitoring programs involving your company. The cover letter from Mr. Jack Walsh is also attached.

We will follow up with you shortly after the first of the year, regarding Mr. Walsh's suggestion about additional monitoring. Meanwhile, please let us know if any questions arise concerning the enclosed reports. As instructed by Mr. Walsh, they will become part of our monitoring information package. As always, all names and locations will be deleted before the updated package is made available to other companies.

Sincerely,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. (4)

cc: Mr. Jack Walsh

50169

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 23, 1983

Mr. Raymond Smith
Western Drilling Company
13014 North Morgan Road
Yukon, Oklahoma 73099

Dear Mr. Smith:

Enclosed please find a complete set of all data received from Union Carbide on recent monitoring programs involving your company. The cover letter from Mr. Jack Walsh is also attached.

We will follow up with you shortly after the first of the year, regarding Mr. Walsh's suggestion about additional monitoring. Meanwhile, please let us know if any questions arise concerning the enclosed reports. As instructed by Mr. Walsh, they will become part of our monitoring information package. As always, all names and locations will be deleted before the updated package is made available to other companies.

Sincerely,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. (4)

cc: Mr. Jack Walsh

50170

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 23, 1983

Mr. Gene Pollard
Leede Oil & Gas, Inc.
500 Building of the Southwest
Midland, Texas 79701

Dear Mr. Pollard:

Enclosed please find a complete set of all data received from Union Carbide on recent monitoring programs involving your company. The cover letter from Mr. Jack Walsh is also attached.

We will follow up with you shortly after the first of the year, regarding Mr. Walsh's suggestion about additional monitoring. Meanwhile, please let us know if any questions arise concerning the enclosed reports. As instructed by Mr. Walsh, they will become part of our monitoring information package. As always, all names and locations will be deleted before the updated package is made available to other companies.

Sincerely,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. (4)

cc: Mr. Jack Walsh

50171

K 14
Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

January 17, 1983

Mr. James B. Rouse
Union Carbide Corporation
Law Department
Old Ridgebury Road
Danbury, Connecticut 06817

Dear Jim:

We've executed and enclosed both copies of the Distributor Agreement. We look forward to having one returned for our files, after execution by Union Carbide.

If our understanding is correct, one item still remains open. In earlier discussions, we requested written consent as required in paragraph 6 on page 3 of the Agreement. If there is any question about this, please contact us.

With best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. (2)

cc: J. E. Walsh

50172



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

January 12, 1983

OFFICE OF
PESTICIDES AND TOXIC SUBSTANCES

ACKNOWLEDGMENT

Kenneth N. Campbell
President
Montello
6106 East 32nd Place
Tulsa, OK 74135

Re: Manufacturer's Report
Asbestos Information
EPA Form 7710-36/37
Control Number(s) 8182203723

Dear Mr. Campbell:

This is to acknowledge receipt of the following checked items:

- ☐ Form 7710-36
- ☐ Form 7710-37
- ☐ General Correspondence
- ☒ Submission is being considered
as a Statement of Exemption.
- ☐ Submission is being considered
as a Request for Exemption. You
will be notified of the decision
as soon as possible.

If you wish to communicate about your submission, please include the control number(s) noted above. Correspondence should be sent to P.O. Box 2070, Rockville, Maryland 20852.

Sincerely,

Douglas G. Bannerman
Acting Director
Industry Assistance Office

DGB:mn

50173



Calidria ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

February 18, 1983

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

ATTENTION: Ken Campbell - President

Dear Ken,

Enclosed are three copies of a report reviewing the subject of Supervisbestos product quality, test methods and end use performance. The report was undertaken to thoroughly review these subjects in order to have the full picture in establishing viable product specifications. Due to the size and length of the report I am sending it to you now so your people will be able to review it prior to our annual meeting and correspond back to us any questions or clarifications you have on the report contents, so that we can address them at the meeting.

In regard to our annual meeting we would like to suggest Monday, March 21st as our first choice and Monday, March 28th as an alternative. The March dates were chosen so that we could include Bob Byrne who is retiring at the end of March. Other agenda items for the meeting in addition to the report can be discussed when you let me know if the suggested dates would be workable for you.

Best regards,

Jack Walsh

J. E. Walsh
Manager - Distributor Sales

JEW/tlg
Enclosure

*Bob Byrne
Gordon Dixon (Bob's replacement)
George Lincoln
Jack Walsh*

50174

Ucar/Calidria (I call Bob Jones)
Flow thru is not automatic
9/5/84 No \$ increase
to us they trol, it would
= 0 June-85 But
can be viewed as
free standing op
we get pref. Ucar may not
be liable (court decides - w'd have
no control over it)
I c/w Mr Jack - 404 + 320 - 3595
Jack - 9/5
1. Leave Ucar in H/H as is
2. Get side letter: "Ucar qual
obligations of Calidria under H/H".

Chuck

Walsh - 9/24/84

- Ucar traffic people -
- Run any Q's thru Jack (or Linda)
 - Ucar does Traffic Dept. -

2-3 wks indemn. agmt. -

We're now covered by Ucar, DOC.

Now wanting to charge the Astland agmt.

Letter: Terminate indemn. & letter to Calidria

New agmt is with Calidria

When we receive - clock starts on 90 day per - Ucar & Calid both in effect - Then, Calidria only.

For Harry - if any more Q's from other day - call Jack -

10/10/84

Pat Jayne -

- You've got the Pks at legal
100 King street across from
"Distance" themselves via
California subsidiary.

- We've told 'em we "quit"
~~not~~ buying, if no H/H-m.

- Pretty strong inside contacts
pushing for "special
coverage" - for us in
dry, in dust, only.

- Singers - don't sign any
thing until we see how
Bantam may move next
week

- I'll call you to advise.

- We're covered by Meats
(and Cal'dia) on any thing
we buy - - - thru Dec 21,
covered on any thing
we sell, even after
that date.

Jack — Don't want to
spend the 2,000 on AIA
due for '25 if we're
out of the bus. But also
don't want to "blow the
whistle" by resigning. —
(When will we know?)

10/17/84 Jack Walsh calls us
404 + 520 - 3595

10/16 with Jim Kelly

11/11 get with Thursday
Mar. a.m. - 10/22

Initial thoughts:

- Maybe get another
extension - 40 days
of so

- Go ahead and respond
to any RFQ's

Jack leaves for Memphis
Brazil & Colombia

Ucar people

→ Hell call Harry Thurs.

11/13/84

Jack Walster

- Ucar not active in any way in So Amer -
Only S. Foster trips, etc.

- Mid '85 is planned
timing for ~~an~~ effort
by various Ucar groups
to tackle drug
keeps out all cellulos. - Cellophane, etc (Plant in)
except CMC. - Glut. (Brazil)
- Silicone

Has extensive dir. H/H
for both us & Ash
thru Mar 22, 85. -

Reg. mail to us & Pat.
direct. -

Asks

11/13/84, Allen
Hesperos

Indra thing

Tail Jack

today

~~11/14/84~~
talk to Judson in
a.m. - get update

Messina Quoting
Florest (looks low)

Jim - 11/14 - Spore -
- Messina low bidder
- But - not "let" yet.

12/10/84

- I talk to Jack -
went back over
the⁽³⁾ changes on
contract.
 - Told him "still dig-
ging" on India SV's
thing.
 - sez if stock hits
30 - - - buy it.
-

Jack calls back -

- us make pl chngs - initial
- Ask Pat to do same
- send all to M-Mure (Bill) ind.
& return



Calidria ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • P.O. BOX "K" • KING CITY, CA 93930 • TEL: 408-385-5961

November 11, 1981

Mr. K. N. Campbell
Montello Inc.
6106 E. 32nd Place
Tulsa, OK 74135

Dear Ken:

Enclosed is the memo we discussed concerning the AIA/EPA meeting. Suggest you contact Frank Shell and make a joint "presentation" to EPA. I'll be in Washington for AIA/NA meetings on December 8 and 9 if you and/or Frank would like to discuss further.

Best personal regards and thanks for the kind words - the feelings are mutual.

Very truly yours,


John L. Myers

cc: Jack E. Walsh w/enc.

/dm

50304

[408 + 385 - 5961]

2/7/81 - I call John Myers
Rm 545 - Old Town Holiday Inn 703 + 549 - 6081
(Not Alexander's office)
Not supposed to contact ex-
cept thru Jack - - wanted
to update you briefly.

18-
rec. com.
IAA/NA
rowden Rm 1
2.11.11 (L/W 8.30)

1. Talked to Frank Shell at
some length last week.
- Don't rock boat on
NISHAP to ECRA thing
- He can't attend meet.
in Arlington either.

2. On his Sept 10 letter -
got 1 phone call & 1
"in process" letter.
- Durr is drafted. Asking
for prox same thing.
(More details on mechanics
of applic. @ workplace)
- You want cc? (We're
sending one to Frank)

3. On coop effort re "Work
Practices" -
Phillips would say
"No". (Sensit. about any
dealings with competi-
- only 2 sources)
But, if AIA would estab
comm. to work on them
(I ea from Drlg Spec. Meet-
Ucar - JM - "outsider")
Then it would be "Assoc-
iation" output.
You try it on Bob Figg?

emb. shift
nd COS.
resser not
now)
ork up present
new pros
ects.

Jack calls - 12/11/81

Jack Walsh

- Indem agmt mailed
12/4 - to Jack
- Jack mailed cc
of it to us.
- John Craix - Art max -
back in ~~Monday - 12/14~~
Tues 12/15
(Jack)
- He has cc - of Angster
letter (compliments)

Good! till Jan 11th

John Myers - 408 + 385 - 5961
Jack Walsh - 404 + ~~663~~ ~~6161~~

1. Talked to Bob P. 321 6600 -
- Aucter letter
- OK to cc Parker
- Comm. Meet Jan (here)
- He gets you & Fr. Sh. J.M.
- I contact IADC - rep.
(I'm sending old wrk prot. draft)

2. h/w ratios on bags.
S Vis vs Univis. -
- Help. -

Also, have ilcar tex from N.Y. -

3. Rec'd indemn. agmt. -
Our lawyers, ck! - back
to us 1st of next week.

4. Evergreen contract - Manager
Jack will send draft annual

12/23 Kemper West -

They show:
(#8012-A) → S. Vis = $19\frac{1}{2} \times 24 \times \sqrt{6\frac{1}{2}}$
~~6.5~~

(#8013-A) → Univis = $19 \times 22 \times \sqrt{5\frac{1}{2}}$
~~5.5~~

I report whole thing to
Jack Walsh - 12/23/81

I report to John Ayers/Lowe Run 1/1

1 p4

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 30, 1981

Mr. W. C. Thurber
Vice President and General Manager
Metals Division, Section J-1
Union Carbide Corporation
Old Ridgebury Road
Danbury, Connecticut 06817

Dear Bill:

Enclosed is an executed copy of the Exhibit A acceptance for the coming year. Please accept and pass on our best wishes to all, for a happy and prosperous new year.

Best personal regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/rmr

Enc: (1)

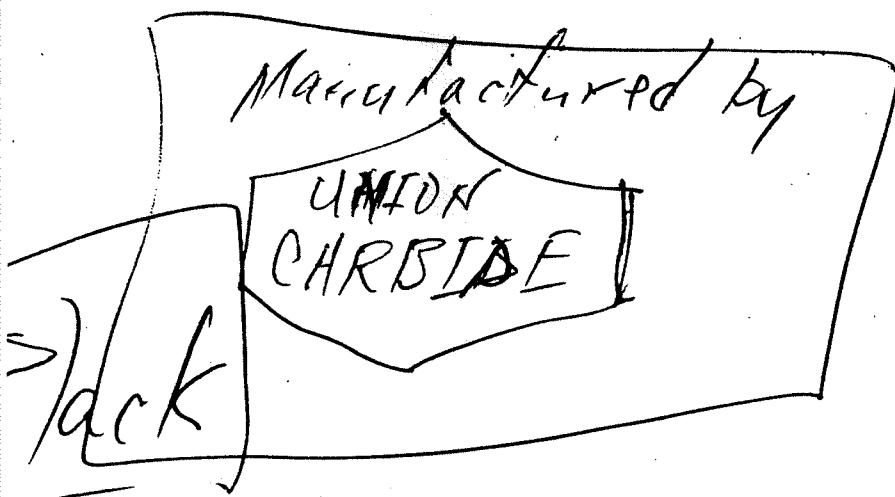
50308

2/15/81 - John Crane - Adv. Mgr./Metals ^{Jack Walsh}

212 + 790 - 2271

- Get our 12/8 letter?
 - Zerox enclosures
- What are Ucar's "requirements"
- List under prod name
 - Universal Viscosity
 - For All Drilling Fluids

Caution
(prox 2" x 6")



Distributed by
MONTELLA
Tulsa, Oklahoma

He's mailing camera -
ready art on Hexagon

2 85 /
Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

New Bags

December 8, 1981

Mr. John Crane
Advertising Manager
Metals Division
Union Carbide Corporation
23rd Floor
11 West 42nd Street
New York, NY 10036

Dear Mr. Crane:

We spoke with Mr. Jack Walsh last week, and he has asked us to contact you. We are designing new bags for all our products. Two of them (Univis and Super Visbestos) are manufactured by your company at King City, California.

We have asked for permission to incorporate the Carbide logo into the new bag formats. We understand you wish to discuss this request with us. In order to facilitate the conversation, we have enclosed xerox copies of the artwork on two of our other products, illustrating the new design.

Please give us a call at your convenience so we can exchange ideas on how and where to include your logo. We'll look forward to hearing from you.

Best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/rmr

Enc: (2)

cc: Mr. Jack Walsh

50310

Montello /DKS

Ken,

Select the products
you'd like to use for
Union Carbide.

Allen

Sent 11 car

Mon fac - (R)

Mon case - (R)

ROOM 808, 8th FLOOR, FAR EAST SHOPPING CENTRE, SINGAPORE 0923.
TEL: 2352088 EXT. 885 (24 HOURS) TELEX: ACTION RS 23824

50311

Black
Jail
Jail
US

18/7/21

11/11/15

95001
+5 9434
4207

100/1 ✓
 2312
 4401
 CRAHE
 2440

312 + 790 - 2271

" 42242, 1002 42242 11011
 " 42242, 1002 64, 1 29017

Mail Bag afterwards to him

ishtat Sales

		1st Qtr 1981	1st Qtr 1980	Increase (Decrease)	% Change
		<u>Super Vegetable</u>			
	U.S.	31161	26549	4612	17.4
	E. H. Export	5600	—	5600	—
	W. H. Export	4650	600	4050	675.0
	Export (Name not known)	—	—	—	—
	Bags	41411	27149	14262	52.5
	Tons	1035.3	678.7	356.6	52.5
		<u>Less Via</u>			
	U.S. Bags	444	1865	(1421)	76.2
	Tons	11.1	46.6	(35.5)	76.2
		<u>Shrinkage</u>			
	U.S.	2400	840	1560	185.7
	E. H. Export	—	—	—	—
	W. H. Export	—	—	—	—
	Export (Name not known)	2400	9200	(6800)	73.9
	Bags	4800	10040	(5240)	52.2
	Tons	120	251	(131)	52.2
	Total Bags	46655	39054	7601	19.5
	Tons	1166.4	976.4	190	19.5



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

March 31, 1981

Mr. Allen Johnson
Montello, Inc.
6106 East 32 Place
Tulsa, OK 74135

Dear Allen:

Enclosed please find the results of the air monitorings run in the Abilene, Texas area. As you can see, the data show fiber emissions to be well within current OSHA limitations.

While the data are expressed to the third decimal place, we feel that the results should be viewed as being significant to the nearest tenth (0.1). This reflects our, and others, opinion that the reliability of this particular procedure is limited to this degree of accuracy.

I would like to apologize for the delay in getting the report to you. We have had some scheduling and vacation problems that were unavoidable. Please let me know if there are any questions regarding the report, or if I may be of any further service.

Very truly yours,

Fred L. Smith
Technical Services

FLS:sdh

Enclosure

50314

50315

Cosmetics + packaging c) If we have a packaged Univis comparable to Flow-sal what share, tons, bags or volume of the market could be regained?

4) Lummus discussion with HBR present if available.

Please let either John or I know when we have an O.K. on the date, or any other topics you feel need to be discussed.

Best regards
Jack Walsh

3/19/81

Ular Inventory Lee Jack Walsh

Super Vreburas

700
40
281 000

2333
12 28000
24
40
36
40
26
40

(2500)

6
40
6400

	<u>Bags</u>
81 Tons Plain Brown Bags	3240
253 Tons In S.V. Bags	10120 6240 (4/16)
156	
150 Tons In Shulft Bags	6000
162	
190 Tons off spec	7600
183	

Empty Bags

Super Vir	51
Shulft	2674
Vreburas	3

Cost

17765.00	.323
4500.00	.321
900.00	.30

3360 21000 4800

Super Visiter 26.9 #/cu ft. 24X19X6.5 (1.72)

U. Cart. bag 41.0 #/cu ft. 22X19X5.5 (1.33)

4/17

Jim Sumner

1. Need more info
2. Info on processing
3. Estimate of # of wells used on, & tonnages per year.
4. Usage, sweep, workovers, etc

Allen

Union Carbide Corporation
Metals Division
P. O. Box 579
Niagara Falls, New York 14302
April 28, 1980

MEMORANDUM

To: ~~K. N. Campbell~~
W. B. DeAtley
B. L. Ingalls
J. E. Walsh

From: J. L. Myers

Copies: G. R. Adams
R. E. Byrne, Jr.
F. J. Shortsleeve/R. W. Rebholz

Subject: Montello Meeting, Tulsa, OK - 5/5/80

Per my telecon with Ken Campbell on 4/15/80, the following items will be discussed at our meeting in Tulsa on 5/5/80:

1. QC Procedure: Revision, Results, Reporting, Specifications.
2. Product Shipments: Estimates, Orders, Scheduling, Packaging.
3. Will we do anything to maintain the drilling mud business and/or compete with Flosal?
 - a) Will mini-pellets (1/8") or another size pellet be available?
 - b) Would we operate a "system" installed by Montello?
 - c) Controlled-moisture product, or wetted product.
 - d) Would RG-100 be cost/effective?
 - e) Additives to improve dispersion.
 - f) Can we screen out broken pellets?
 - g) How is Flosal made? Do we want a "me-too" product?
4. Status of Dresser's silane-treated product. Should we still work on something similar?
5. Non-U.S. markets: Japan, Mexico, Europe.

The purpose of this meeting is not only to iron out some current problems; but, more importantly, to discuss the future direction of the business. The agenda is certainly not limited to the items listed above.

We all have rooms at the Sheraton-Airport for 5/4/80. Ken will meet us at 6 PM on 5/4 for dinner and at 7 AM on 5/5 for breakfast. The meeting will end by 3:30 PM on 5/5.

50321

0/23/80 From Ucar ~~Meet~~ ^{10/1/80} - To Do.

1. Need sample of Ed Woods' production for test. (SMF)

2. Need Blair's test results & report -- basis for IADC article. (J.L. - 10/28)

Ucar will split cost & writer

3. (Blair tests on questioned SV's @ Ed Woods were rec'd. 10/22 -- cc to Dave Fuerbacher sent out that day.)

4. Still need to draft-polish "work practices" -- (might include in article?)

→ 5. Tell John where to ship bal. of opaque-wrapped Univ's.

6. Further work on QC test procedures?

7. John will ck out form of "hold harmless".

8. Ucar raising our \$-2000/ton starting 1/1/81

9. They ask "do we want to estab. a quarterly monitoring program?" -- (TWAs only and "day-of-dump" only.)



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

October 8, 1980

Mr. K. N. Campbell
Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

Dear Ken:

Per our recent meeting, enclosed are copies of the following:

1. Attendance list for the recent AIA/NA Industry-Government Conference.
2. List of AIA/NA member companies.
3. AIA/NA summary of State Legislative activities.
4. AIA/NA summary of Federal Initiatives
5. Mr. Ramachandran's patent No. U.S. 4183814 on silane-treated asbestos.

I have received concurrence from Ram that he would be glad to visit Ed Wood's operation in Houston to assist in any way possible. As we discussed, Blair could also be of assistance. Ram would like to have a sample of Ed's product if you are ever able to get one. This would be especially helpful before a trip is made.

I will respond shortly to other items we discussed: liability coverage, mini-pellet screening, etc.

Very truly yours,


John L. Myers
Marketing Manager

JLM:da1
Enclosures

CC: B. L. Ingalls
S. Ramachandran
J. E. Walsh

4/24/81 Ucar notes

Jim L.
Myers
Walsh
Rhodes

Ken
Allen
(Chuck)

- Have "re-numbered" some
 - Jim 1st - 9am (Eire)
- Prelim on J.L.
 - Since last fall
 - Researched/evaluated alternative.

What are DC's obligations
under regs? -

What are their potential
obligations re future
law systems (emp. comp.
only?)

Need good, oil industry
oriented law firm to
research actual legal
liab. of the drlg. contracts

→ John ck with ALA
→ Me ck with Bob Jones

for entire spectrum
of suppliers/users.

A lab procedure for/to
API for measuring
"Air Entrainability?" -

② Would AFI evaluate/
correlate to diff. results & issue "procedure
and spec. d. cat. ion" -

Work practices & 3-way
"categorizing" of
asbestos products - has
been looked at favorably

OSHA work on 4 hazards
(FB/asb./ cotton/noise) -

Takes - 1 to 2 yrs
for "work practices"
type reqs to be
cranked up.

OSHA probably won't
give "interim" opinion
on our clarification
request.

What hurts lab test
method - - shooting
log 1, and simply
can't be read. -
- presence of asbestos
can be detected, but
not accurately
quantified. -

(3)

at "undecafable" or
at "5" work
with

Can we get and/or
with IALC > Yes
(on legal records)

Will trip. Sp. work
with me (Yes)

And out what) can
comm. to people are
work. King.

Barry
all
reish?

1. Get "Legal Resp
& regulation

2. Ask OSHA if we
can get a "statement
on Regs vs. d-19.17d.

Below
how
many

3. (Forget about him)
+ post

4. Work Practices

(4)

Put Jim on hold for
1-2 hrs. for our
answer.

Myrs will ck JM on
possible OSHA approach
thru AIA-

→ Call Dick Clappett
re "AIA approach
on drg ind." -

→ after John calls
Bob Pigg for his
views. -

Myrs will call
me next week.

Point 2) 1981 OSHA dictate

Can OSHA use your own
data to cite you?
- is the info "opt. OSHA"
or "mandatory"? -

(4)

De Atty can make this
 now. - (high cost)
 - Ext 10 weeks -
 - They will be
 because we said
 K.I.S. & go 100%
 to U.S. - by 1981

(3B)

Harry calling Welsh/AC
 on company file still
 re work practices (but
 only from how they are
 handling combo of
 hammer and work practice

(3A)

Pat more with 100%
 emphasis - at least
 quarterly - set up and
 of time by us.
 Allen - Contact Fred But. info.

(3)

Will get
 re draft of
 descr: 1st of
 A/50, delete text
 to the extra charts

76

④ conf'd -

- No hope for sewn open mouth bag.
- Go with paper bag with crimpable spout
- Better "wrap" per bag is being installed

John will get eng. evaluation - completely closed ~~bag~~ bag.

④ Fines in the product -
Us set a spec? -

~~They'll~~

& They'll measure new product -
if too far apart, they'll try to comply
May elim. pellet cooler, with crimpable sleeve - reduce fines attrition.

John will run screen anal. - in & out of drier/cooler/packer
will advise us of method

17

⑦ ^{Jack} John will get all
YP etc on 183 tons
of "OK spec" @
King City.

John will get us
a bag dimension
for Univis and SV's

John will quiz
Bernis on alternate
type of bag for our
application.

US send artwork
on new bag to
~~John~~ Plant.

11/8/1968 - For me to do:
 1. Call J.L. - Re "hold" - May
 + June?

2. Allen/Doug build "max dist" spec on M.V.'s -

3. Mark/10th/ing to K.L. for new bags. (Need M.V.'s (Pond?)

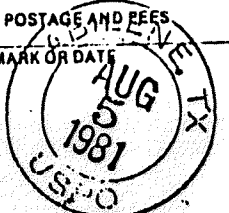
4. F/U Bob Jones - set up for customer liability status

5. 4/2/81 see call Dr. S. Sec. on BSHH approach. (4/4-5/4)

6.

P23 7199983
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		<i>Chas Freeman</i>	
STREET AND NO.		<i>122 6477</i>	
P.O., STATE AND ZIP CODE		<i>7 North 761</i>	
POSTAGE		\$ <i>1.50</i>	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	\$ <i>0.50</i>	
	SPECIAL DELIVERY	\$	
	RESTRICTED DELIVERY	\$	
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE		
	SHOW TO WHOM AND DATE DELIVERED	\$	
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	\$	
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	\$	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	\$	
TOTAL POSTAGE AND FEES		\$ <i>1.50</i>	
POSTMARK OR DATE			

PS Form 3800, Apr. 1976

PS Form 3811, Jan. 1973

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● RUNNER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
☐ Show to whom and date delivered.....
☐ Show to whom, date and address of delivery.....
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery.....
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Chas. Freeman

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
7199983
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
John T. Sayers

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS
WJ

★ GPO : 1979-328-848



50286

USF&G
INSURANCE

TELEPHONE: 946-6440

CHET E. BRAKEFIELD
SENIOR LOSS CONTROL
REPRESENTATIVE

UNITED STATES FIDELITY AND GUARANTY COMPANY
INSURANCE ENGINEERING AND AUDIT DEPARTMENT
3500 N. W. 56TH STREET
OKLA. CITY, OKLA. 73112

50287

1a. Montello, Inc.
Insured, Show Trade Name First

2a. International
Location Served

1b. Oct. 1, 1981
Date

2b. Allen Johnson
Safety Representative

GENERAL INFORMATION

3. List TYPES of PRODUCTS and PRINCIPAL USES—include discontinued products. Indicate those listed with Underwriters Laboratories, American Gas Association or similar organizations.

(see attached list.)

4. Purchased Products sold under Insured's label—of Total Sales 95 %

5. Imported Products of Total Sales 60 %

6. Products used in aircraft, missiles or submersibles—of Total Sales 0 %

7. Insured is:
☐ Distributor ☒ Wholesaler ☐ Retailer ☐ Installer

8. Sales Area:
☐ Local ☐ Regional ☐ National ☒ International

9. Length of time in business: 24 years

10. Background with products handled: 24 years

1. PAST LOSSES and VIOLATIONS of applicable regulation—types and frequency:

None

PRODUCTS LOSS CONTROL

2. Is there a Products Loss Control Program ☐ Yes ☒ No

13. Is there a Products Loss Control Coordinator ☐ Yes ☒ No

14. Is there a Products Loss Control Committee ☐ Yes ☒ No (4 of top management)

5. COMPOSITION of COMMITTEE: ☒ Management ☐ Legal ☒ Marketing ☒ Quality Control
☒ Purchasing ☐ Safety ☐ Insurance ☐ ~~Other~~

6. If product fails to perform intended function properly is B.I. or P.D. likely ☐ Yes ☒ No

17. Does Committee consider potential misuse and hazards ☒ Yes ☐ No

7. About customer complaints, service reports and products claims: Does Committee — Review ☒ Yes ☐ No Correct ☒ Yes ☐ No
Investigate ☒ Yes ☐ No Notify Supplier ☒ Yes ☐ No

8. RECORDS:
Include Committee activities ☐ Yes ☒ No
Include Customer complaints ☒ Yes ☐ No
Include inspection results ☒ Yes ☐ No

Stored in metal cabinets in protected area ☒ Yes ☐ No
If not, how _____
How long are records maintained Never destroyed

— OVER —

QUALITY CONTROL

20. Is there a written Quality Control Program ☐ Yes ☐ No <i>Certain products only</i>	21. Suppliers controlled by: ☐ Surveys ☐ Past history ☐ Source inspection ☒ Receiving inspection
22. PRODUCTS under Insured's own label:	
Insured prepares specifications ☒ Yes ☐ No	Comply with applicable regulations and standards ☒ Yes ☐ No
Specifications reviewed by Legal Counsel ☒ Yes ☐ No	

LABELING, MARKETING and SERVICE

LABELING: Reviewed by Legal Counsel ☒ Yes ☐ No	Comply with applicable regulations ☒ Yes ☐ No
MARKETING: Advertising and Sales Literature reviewed by Legal Counsel ☒ Yes ☐ No	
PACKAGING: Adequate to prevent damage ☒ Yes ☐ No	Any repackaging done ☐ Yes ☒ No
INSTALLATION or SERVICE:	
Personnel — ☐ Insured's employees ☐ Subcontractor ☒ Purchaser	
Required to — report alterations ☐ Yes ☒ No	Return failed parts ☐ Yes ☒ No
report misuse ☐ Yes ☒ No	Inform user of misuse ☐ Yes ☒ No

* = On some products.

NOTES

1. Explain items marked "No" on IEA 92.
2. Include comments, evaluations and recommendations on IEA 92.
3. Attach copies of labels, advertising literature, etc. for chemical products.

~~On some products.~~

Payrolls:

Officers	46,800	\$46,800.
Administrative	—	71,220.
Office	—	74,985.
Plant	—	33,716.

US F & G. -

15,6 M^{max} 8 layers

Admin (full)

Clerical - @ their total

plant - total

Add to their questionnaire

Officers 3 x 15.6 = 46,800
Ken/Harry/Chuck

Admin. - ⁴²Allen/Mike 71,220

Office - Judy/Wanda/Karen/
Rose/Doug 74,985

Plant - Jess/Ray 33,716

9/25/81

SVIS - USF & 6 talk -
Howard Lyman
Chet Brakelid

1. Background - Distr. Near
production. - (10 yrs)
2. Application of math.
- Sporadic exposure
- Very low TWA's
3. Concern
- Compliance "best we
can do" - (complete is
impossible)
- Overriding - possible
"unbounded" or spurious
liability suits.
4. Wording of "pollution
exception" -
- lawyer says - not in-
tended as "way out",
but could be used
as such. -
5. Q - - what to do ??
6. USF & 6 recommended by
atty - one of biggest
- Other clients with
an asbestos exposure?

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

October 5, 1981

Mr. Chet E. Brakefield
USF and G Insurance
3500 N. W. 56th Street
Oklahoma City, Oklahoma 73112

Dear Chet:

Enclosed is the form you left with us. Frankly, it didn't seem to quite "fit" our operation, but we did the best we could.

As discussed, we'll be glad to furnish any additional details you may need. We hope to hear from you soon, as we would like to finish this project.

With best regards,

MONTELLO, INC.

Kenneth N. Campbell

KNC/jd

Enc. as stated

50293

PRODUCTS LIABILITY DATA
SALES — NOT FOOD OR DRINK

1a. Montello, Inc.
Insured, Show Trade Name First
2a. International
Location Served

1b. Oct. 1, 1981
Date
2b. Allen Johnson
Safety Representative

GENERAL INFORMATION

3. List TYPES of PRODUCTS and PRINCIPAL USES—include discontinued products. Indicate those listed with Underwriters Laboratories, American Gas Association or similar organizations.

(See attached list.)

4. Purchased Products sold under Insured's label—of Total Sales <u>95</u> %	5. Imported Products of Total Sales <u>60</u> %	6. Products used in aircraft, missiles or submersibles—of Total Sales <u>0</u> %
7. Insured is: ☐ Distributor ☒ Wholesaler ☐ Retailer ☐ Installer		8. Sales Area: ☐ Local ☐ Regional ☐ National ☒ International
9. Length of time in business: <u>24</u> years	10. Background with products handled: <u>24</u> years	
11. PAST LOSSES and VIOLATIONS of applicable regulation—types and frequency: <u>None</u>		

PRODUCTS LOSS CONTROL

12. Is there a Products Loss Control Program ☐ Yes ☒ No		13. Is there a Products Loss Control Coordinator ☐ Yes ☒ No		14. Is there a Products (4 of top management) Loss Control Committee ☐ Yes ☒ No	
COMPOSITION of COMMITTEE: ☒ Management ☐ Legal ☒ Marketing ☒ Quality Control		☒ Purchasing ☐ Safety ☐ Insurance ☐			
If product fails to perform intended function properly is B.I. or P.D. likely ☐ Yes ☒ No		17. Does Committee consider potential misuse and hazards ☒ Yes ☐ No			
About customer complaints, service reports and products claims: Does Committee —		Review ☒ Yes ☐ No	Investigate ☒ Yes ☐ No	Correct ☒ Yes ☐ No	Notify Supplier ☒ Yes ☐ No
RECORDS:		Stored in metal cabinets in protected area ☒ Yes ☐ No			
Include Committee activities ☐ Yes ☒ No		If not, how _____			
Include Customer complaints ☒ Yes ☐ No		How long are records maintained <u>Never destroyed yet</u>			
Include inspection results ☒ Yes ☐ No					

— OVER —

MONTELLO	IMCO	BAROID	MAGCOBAR	MILCHEM
ACRIPOL	AMOCO SPA CYPAN	AMOCO SPA CYPAN	AMOCO SPA CYPAN	AMOCO SPA CYPAN
BIOTROL	PRESERVALOID	ALDACIDE	MY-LO-JEL PERSERVATIVE	PRESERVATIVE
D F FLOC	D F FLOC	D F FLOC	D F FLOC	D F FLOC
DRILSTAR Y	DRILSTAR Y	DRILSTAR Y	DRILSTAR Y	DRILSTAR Y
FILTROL PRIME	LOID	IMPERMEX	MY-LO-JEL	MILSTARCH
FREE HOLE	FREE PIPE	SKOT-FREE	PIPE LAX	PETROCOTE
HME	HME	HME	HME	HME
HOLEMAKER FLOC	HOLEMAKER FLOC	HOLEMAKER FLOC	HOLEMAKER FLOC	HOLEMAKER FLOC
MON COSE	IMCO CMC	CELLEX	MAGCO CMC	MILCHEM CMC
MON DET	M D	CON DET	D -D	M D
MON EX	GELEX	BENEX	BENEX	BENEX
MON HIB	PT-102	COAT C-1815	INHIBITOR NO. 6	AMI-TEX
MONOIL CONCENTRATE	KEN-X	INVERMUL	VERTOIL	CARBO-TEC
MON PAC	DRISPAC	DRISPAC	DRISPAC	DRISPAC
MON PAC ULTRA-LO	DRISPAC SUPER-LO	DRISPAC SUPER-LO	DRISPAC SUPER-LO	DRISPAC SUPER-LO
OXY-S	OXY-S	OXY-S	OXY-S	OXY-S
PHENO BLEND	KWIK SEAL	KWIK SEAL	KWIK SEAL	KWIK SEAL
PHENO SEAL	PHENO SEAL	PHENO SEAL	PHENO SEAL	PHENO SEAL
SLIX	EP LUBE	EP MUD LUBE	BIT LUBE	LUBRI-FILM
SUPERDRIL	SOLTEX	SOLTEX	SOLTEX	SOLTEX
SUPER LUBE FLOW	SUPER LUBE FLOW	SUPER LUBE FLOW	SUPER LUBE FLOW	SUPER LUBE FLOW
UNIVIS/SUPER VISBESTOS	SHURLIFT	FLOSAL	FLOSAL	FLOSAL
MON STAR	—	DEXTRID	—	—
HEC (10)	HEC	HEC	HEC	HEC

COMMERCIAL CHEMICALS AND EQUIVALENTS TO OTHER COMMONLY USED MUD PRODUCTS CAN BE PROVIDED ON REQUEST.

50295

LAW OFFICES

GABLE, GOTWALS, RUBIN, FOX, JOHNSON & BAKER

A PROFESSIONAL CORPORATION

20TH FLOOR FOURTH NATIONAL BANK BUILDING
TULSA, OKLAHOMA 74119

G. ELLIS GABLE
CHARLES P. GOTWALS, JR.
ARTHUR E. RUBIN
JOHN B. JOHNSON, JR.
CHARLES C. BAKER
RICHARD W. GABLE
JAMES M. STURDIVANT
W. THOMAS COFFMAN
RICHARD D. JONES
C. ROBERT JONES
SIDNEY G. DUNAGAN
JOHN R. BARKER
ROBERT E. CRAINE, JR.
RICHARD B. NOULLES
RONALD N. RICKETTS
ELSIE DRAPER
THOMAS E. ENGLISH
TERESA B. ADWAN
DAVID A. BAGLEY
JOHN HENRY RULE
THEODORE O. ELIOT
OLIVER S. HOWARD
CHARLES BUTLER AMMANN
KENNETH E. DORNBLASER
TERRY M. THOMAS

OF COUNSEL
G. DOUGLAS FOX

TELEPHONE
AREA CODE 918
582-9201

TELECOPY
AREA CODE 918
584-7114

November 18, 1981

Mr. Kenneth N. Campbell
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

Dear Ken:

Enclosed is the letter to Glenn Frisby which we discussed today.

Very truly yours,



C. Robert Jones
For the Firm

CRJ:pab
Enclosure

Montell letterhead
cc's - Harry, Allen, Chuck, Me

November ¹⁹~~18~~, 1981

Mr. Glenn Frisby
Fred Daniel and Sons
320 South Boston
Tulsa, Oklahoma 74103

Re: Product Liability for UNIVIS/SUPER VISBESTOS

Dear Glenn:

We have received your letter of November 4, 1981. Thank you for checking on our products liability policy with Home Insurance Company.

We do not agree with Home Insurance Company's interpretation of our policy with respect to Univis/Super Visbestos, and considered it advisable to so inform you in order that there could be no possible impression that we were ~~acquiescing~~ in such opinion.

Very truly yours,

MONTELLO, INC.

↑
acquiescing

Kenneth Campbell
President

cc: C. Robert Jones
Gable, Gotwals, et al

visit the Atlanta office on his way back to Washington. That left Cal-OSHA Chief Art Carter with a number of questions he had intended to put to Auchter. He agreed to share them with our readers:

"You preached states' rights during the campaign. Now that you're in the driver's seat, will those rights evaporate? For instance, will you help California pay the cost of enforcing the *Bendix* decision? (The state Supreme Court ruled that employers must pay for employees' personal protective equipment.)

Carter said he wanted to tell Auchter how strongly Cal-OSHA opposes the federal position on walkaround pay. "We have discovered it pays in the long run to have one wall-to-wall in the company of the shop steward. The alternative is a series of repeat complaints."

"Will the Feds require total cost-benefit analysis on all standards? California would strongly disagree. When costs and benefits are considered, will offsets for workers' comp savings and sick leave pay be considered?

"We wanted to tell Auchter how opposed we are to the philosophy of intermittent controls in place of engineering controls, ear plugs being a good example. Another is expecting workers who are already having trouble breathing to wear half masks to protect themselves from inhaling cotton dust."

The biggest question of all, Carter said, is to find out what the Feds will pay for, what they will not pay for, and what's open to negotiation.

CONSTRUCTION WORKER ACCESS TO SAFETY RECORDS

Fed-OSHA announced on April 28 that it is exempting construction contractors from a job safety standard that requires employers to give workers access to records detailing their exposure to hazardous substances.

Thorne G. Auchter, assistant secretary of labor for occupational safety and health, said construction contractors must continue to preserve worker exposure and medical records and make them available to the federal government. He said the medical portions of those records still must be provided to employees, upon request.

Auchter said the provision dealing with employee access to exposure records was being referred to the Advisory Committee on Construction Safety and Health, a 15-member group comprised of representatives of labor, industry, states and the federal government.

"The advisory committee was not consulted during the original rulemaking," he said in a statement. "We intend to solicit its recommendations and, if necessary, develop a new records access rule taking into consideration the special circumstances and needs of the industry and its employees."

The National Contractors Association had asked for the exemption.

Auchter said the Occupational Safety and Health

Administration's goal of providing worker access to workplace health and exposure data "does not vary from industry to industry."

"But we recognize that industries are different and the same regulatory provisions may not be equally appropriate, practical or effective for all," he said. "The construction industry with its mobile workforce and varied work sites may require uniquely-tailored requirements to achieve the intent of the records access regulation."

After the records access rule was issued in May 1980, the National Contractors Association petitioned OSHA for an administrative stay of the standard, arguing that the advisory panel had not been consulted. The industry trade association also contended that the regulation posed special compliance problems for contractors.

It subsequently challenged the regulation in the U.S. Court of Appeals for the District of Columbia. The case has not yet been decided.

COTTON & LEAD STANDARDS

OSHA has petitioned the Supreme Court to remand to the custody of the Labor Department both the cotton dust and lead standards. In the case of the cotton dust standard, the high court already had heard oral arguments. In the case of the lead standard, affecting some 800,000 workers, the administration also wants to scrutinize the blood lead action levels established in the initial regulation for removing workers from jobsites.

The Reagan Administration wants to subject both standards to cost-benefit analyses, and has petitioned the court to reopen the public record to permit a wide-ranging review of their impact on industry.

DLSR WILL HOLD REVIEW HEARING

The state Division of Labor Statistics and Research is conducting a comprehensive review of all regulations in Title 8, Chapter 7, California Administrative Code, adopted prior to July 1, 1980. To assure adequate public participation in the review process, any interested person may present statements orally or in writing relevant to the review at the following hearing:

May 19, 1981, 9:00 a.m. until noon and 1:30 to 4:00 p.m., or earlier on completion of business, in room 1202, State Building Annex, 455 Golden Gate Avenue, San Francisco.

The purpose of this review, required by AB 1111 (Chapter 567, Statutes of 1979) and the Office of Administrative Law, is to reduce the number of unnecessary administrative regulations and to simplify and improve the quality of adopted regulations.

Issue papers have been prepared by the Division of Labor Statistics and Research on its regulations for occupational injury or illness reports and records, and for reports of injury filed by the California Department of Corrections. Copies of these issue papers and the pertinent regulations will be available at the public hearing or may be obtained prior to the hearing by requesting same from Jean Powers at the address below or by telephone to 415-

Cal-OSHA Reporter

Vol 8 No 19

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May 4, 1981

AUCHTER DESCRIBES OSHA'S NEW DIRECTIONS

SAN FRANCISCO—Thorne Auchter, Fed-OSHA's dapper new boss, met the Operating Engineers and the press here on April 29. OSHA's Construction Advisory Committee is going to be re-vitalized, he promised. More labor-management committees like the one at San Onofre are needed. They must be voluntary. Later at the press conference, he said about six requests from industry are on his desk right now. "It's done now in some industries on a collective-bargaining basis. Such committees make sense."

Good management practices and program accountability are chief goals for Auchter. To a reporter's challenge that he got his job because he raised a lot of money for Reagan, he admitted that he had worked hard for the Republican National Committee. But, he said, "I was the best qualified. I understand the Reagan Administration's management goals. We want to make the best use of limited resources."

Auchter wants to see better inspection targeting. He said there are experiments going on in six different OSHA offices to try to find the best system.

The OSHA budget is not being cut: Auchter said for fiscal 1981 it is \$214 million, while \$227 million is proposed for 1982.

He said there will be changes in the way standards are set and regulations are issued. He referred to the Supreme Court's decision last year calling for proof of significant risk to justify a standard. "There should be regulations only when the potential benefits outweigh the costs," Auchter asserted.

STATES' RIGHTS

In past years, Auchter said, state-plan states were not granted sufficient autonomy. Too much Federal-OSHA time was spent monitoring them, and not enough was spent assessing whether some state plans were ready for final approval. States contribute another thousand inspectors, and each state has good ideas that should be heeded. "I'm told Cal-OSHA sometimes went beyond Fed-OSHA."

Fed-OSHA can't do everything, Auchter said. Priorities must be set. Fed-OSHA will be paying more attention to consultation, education, training, information and state plans—but not to the detriment of inspections. "We can have healthy workers and a strong economy," he said. "We want to reform the agency, not weaken it."

At the news conference, Auchter stoutly defended his

action in confiscating some of the cotton dust material. "We're supposed to serve employers and employees, not stir up conflict," he said.

He is going to push hard for voluntary approaches to safety and health. When voluntary efforts fail, he said, enforcement can and should step in. He emphasized that the program mix has many parts. All will be assessed, and those that foster voluntary cooperation will probably get a boost.

Asked about the decision to exempt construction contractors from the access standard, Auchter replied that he did not think there was evidence of "significant risk" in the construction industry. (See separate story.)

About voluntary compliance agreements: What if they fail? "Then you call us."

Does Florida (Auchter's home state) have a state plan? No, Auchter said. He wrote the proposal for one, "but there was no way to get it through the legislature."

Will you be encouraging more states to develop state plans? "Yes."

Auchter said he had met with the state designees (including Don Vial) the preceding week. It was a very good meeting.

What is OSHA doing to try to improve its image with the small employer? Nothing special, Auchter said.

He said improving OSHA's management system was his number one priority. He and his aides are looking at program goals, not segments of the public served. They want to examine the "benchmarks" for compliance that the AFL-CIO called for in a lawsuit; how to measure the effectiveness of state plans; New Directions grants and other educational efforts.

Will there be much health standards research during the next four years? It will not be neglected, Auchter said. But it is primarily the National Institute of Occupational Safety and Health that does the research. (He did not say so, but NIOSH has had its budget severely pruned.)

CARTER'S QUESTIONS

Cal-OSHA had set up an April 30 meeting with Auchter. Then, through a misunderstanding, he flew off early to

FILING INSTRUCTIONS: File pages 00-2511 to -2516 behind page 00-2510 following the EVENTS tab. File *Cal-OSHA Digest* pages 86-1263 to -1268 behind page 86-1262 following the DIGESTS OF DECISIONS tab.

Cal-OSHA Reporter

50249



INTERNAL CORRESPONDENCE

cc Kne

ETALS DIVISION

P. O. BOX 579 • 4625 ROYAL AVE., NIAGARA FALLS, NEW YORK 14302

Name) Mr. J.L. Myers
on UCC - Metals
ion Niagara Falls, NY

Date May 13, 1981
Originating Dept. "Calidria" Asbestos

Answering letter date

to Mr. W.C. Thurber

Subject Work Practices in the
A/C Pipe Industry

As agreed at our recent meeting with Montello, I contacted John Welch of the Asbestos Cement Pipe Producers Association to learn how well their work practices program was progressing in the field. The results were as follows:

1. The program is presented to the workers as part of regular "tailgate" safety talks. The booklet is discussed but is generally not distributed. A 10-minute audio-visual show is also available from sales engineers and distributors.
2. After the initial flurry the number of inquiries have dropped off in the last few months. He does not know for sure but is not optimistic that the work practices have become part of a bonafide, continuing safety program on a widespread basis. The ACCPPA is planning a comprehensive survey on the status and what might be needed to beef up use.
3. It is his impression that monitoring and medical examination requirements are more ignored than honored.

H. B. Rhodes

Harrison B. Rhodes

HBR:vs

50250

4/1/87

Apr. 24 81 Tulsa - Ucar meet
Jim Lummus; John Myers; Harry
Rhodes; Bill DeAtley; Jack Walker

1. From Walsh's note -

- Current monitoring result.
- Change to "Univis" (bags, old stocks; odd-spec SV's; target date)
- Market support for product improvements (bagging; dust reduction; Floral impact)
- Jim Lummus program (API; IADC; gains expected)

2. Justification for "improved" Univis

- Market share increase
- By Montello underwriting

3. Activities re "safe use"

- Monitoring schedule (where; how often; by whom; prepare/disseminate results)
- Work Practices (draft; finalize; advertise)

4. "How to" on Univis clean-up

- Bagging methods/options
- Reduction of dust content
- Costs (size; sources)

5. Silane treated fiber status



CALIDRIA ASBESTOS

to KNC

Ken

The attached provides some
optimism that we can
get relief on monitoring and
med. exams.

JHM

5/15/81

From The Desk Of

JOHN MYERS

50252

Ed
Woods

Myers
Talk.

1/16/51

① 1/16/81
Myers → He calls us
Ed Woods

- with lawyers -

Ed's buying in quantities
similar to ones I gave
us, earlier. (Going up)

Buying HFO, and John
thinks they are really
switching over &
building the SMF for
drilling out of it,
too.

Ucar rep sez can't
do much about it - -
- lawyers say there
is nothing that
can be done.

Lawyers claim 10 yr old
exclus. agmt. is anti-
trust and they say
NF6 -

- Lawyers said "No Deal"
to Ucar setting up
meet with us & their
Houst. rep -

Legal sez have our atty's
chk for possible anti-trust
If they disagree, Ucar lawyers
would "work out" -

Eng. will rent & evaluate device to control pellet wetness

- step 1 7,000⁰⁰

- step 2 15,000⁰⁰

(May call on us for help, if possible)

- On sewn bags @ K City.

- Device to crimp seal value bag. - (100,000⁰⁰)

- New bagger & building 1/2 million (sewn top bagger). -

→ Investing in new "bag wrap machine".

Rhodes asks how was burned matl disposed of? (@ Monahans)

To Do - contact J. Lunn for Feb. meet on possib. HPI approach (Meyers & Rhodes would come in). -

Q. - How about removing the dust collector.

12/18/80 Myers call - 716+278-3367

1. Bob Piggy call - ~~Adm. Invt. Action~~

approach - suggested "trade for clarification of 'reasonable expectation' is return for additional 1:100A)

2. API act, thru D.L. - (Rig see our "Ed-lawyer" works for them. - need full discuss. with J.L. on what's needed for June 1981 update call times to us.

Have it all at damp floor and ready to go and against us

3. Whis's - clarify & get on the move with it.

- interview look at user response (H & M)
- Get more monit. data & prep. "interim" report for customers. - (H & M pass)
- How to build a bag, it?
- Assurances for outsiders on bagging should be made.
- Quote for licat expansion. - High dust content - must clean up some way (use "convey to bagging" airt. to filled, conveyors)

John will dig in to this. Will need to sit down on particulars for such a deal.

4. Mossley - Live leaf ward Rhodops/ Bill (Laurier) meet - Inds. on HPO Bay-Finwoods - Genl. update on Silane trading.

2/18/80

713+972-5674

L/W - Notes for Rob Massey call
1 am - Thru.
1. How was Canada?

2. H. Rhodes is very ob-
jective re asbestos.
I'll work (to point out embarrassing
facts, etc. - his management)
- He's also the most
knowledgeable guy in
Ucar - status of regs,
etc. etc. - OSHA/EPA/DOT/AIA -
- We'll push to get him
available for your
Bill Courser meet, if you
want. (But, will need
advance notice)

3. Confusion with Ed Wade
continues -
- He buys c/c of HP
oper. from Ucar
distrib. - (Ron Owen)
- "Non-drilling" appli-
cations (plasticizer/coatings appls.)
- Claims he can sell
silanized diaphragm to
companies other than
Presser??
- Ucar & their distrib.
are very careful to
avoid conflicts between
us, as exc. in drlg. ind.
- Comes down to: Is Ed
really using it outside
the drlg. industry?

12/23/90 Rob 12/24/90 - 716+278-3367

- Do we keep asb. in warehouse? (un-answered now)

- Either "No"

- Limit to strategy, locations -

- Oildaze - tough - half kill & half go.
- Let it die over sev. years
- Reformulate over years.

- SMF (in Oildaze) - you can't get it so Ed Wds won't build Oildaze.

- SMF (alone) - will market alone as treated diesel

Will call Rhodes & me for meet. on tax - testing - etc.

He'll cc me with a letter first.

Rob had hoped we would bened. & draw the HPO bus. (told him - only if it's int drilling)

8:15 Rhodes calls in -

1. He'll be in Dallas (see above)
Will call 10am or so to

our flights
- oth in/out
I love
Mexican

DFW is
confirmed

talk

on "connect" - hotel
- He's booked @ DFW, too.
- Meet your plane/you to Ex. Inn

2. Prelim talk -

- Prep. Sum present (general
- no record)

Also, Seliskov will
jump on the
improper marks,
A SMF.

Review Mostley/SMF
situation (are bags marked?
can't "knowingly sell" if not
Hofe - affects their Housht.
Distr., too.

- Myers will be in Housht.
Wed/Thurs.

TOPS FORM 50002
PRINTED IN USA

SIGNED _____

DATE _____

NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

TELEPHONE _____

INFORMED BY _____

2/5/81 - John's Sec'd will track me down in NY ^{meet}
1/4/81 When Rhodes calls back.

① Having your presentation in Dallas, Harry could build one we could use in oil industry. -
(Need such an update for API steering committee early March, anyway.)

Can we record?

2. Q - how well will your present "fit" drilling industry? - (Work out Q-A with Wyatt)

③ Rob Moseley matter re Rhodes asks: planned Selikov meet. -
Are bags marked as asbestos - Kols @ 713-972-5674 Wed & Thurs. - W + C comes your call (see notes) -
Would meet you later, at your convenience (place?)

④ (We booked guaranteed late arrival) stay @ Executive Inn in Dallas. (time meet with - Wyatt. - SW #607 - @ Love Field - at 9:20 am. - Its near Sun offices.

⑤ Back-up - anything via Federal Express? -
Expr. B/L #? -
Timing?

→ Should call him by Wednesday -

(This ^{prep file} "bays" - Steer. Com/Meet Ucar)
John = I but "time" on J.L. till next week. (3 mos @ 1200/mo = 3600⁰⁰?)

716 + 278 - 3567

Jan 1/4
2/9/81
Thomast

- Monitor Rocks: next week.
- J.H. - F/U Wed-2/11 - "steps" approach?
- Rhodri talk - Mosely - SMF/Sa/1/10V.
- Sun meet - intractable safety hazard
- North Univ's - cleaner pills/better bagging

Dinner Wed PM with
John/Jack - 27
Rat Mosely - 27

ham. - share costs @
\$600.00/avg. "mos." No profit (loan)
Call John Wed after
Lunch. (+ report on bud. build)

Mr. wife John - head
better bag. -
cleaner product. -
Ma-ket share and
dis-ect. on -
willing to share
capital costs.

1/2/81
all
Call N. J. 1/5
at 10:00
meet set for Tues-9 am.

CR

CR

Misc. -

50263

Calidria *ASBESTOS*

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

March 24, 1981

Mr. K.N. Campbell
Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

Dear Ken:

This is to confirm our discussion regarding a meeting in Tulsa on 4/24/81.

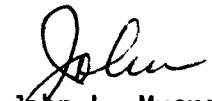
Harry Rhodes will arrive Tulsa at 8:15PM on 4/23 from Buffalo, Bill DeAtley at 8:47PM from Calif., and I will arrive at 8:58PM from St. Louis (I'll be on vacation earlier in the week). We will all stay at the Sheraton airport and see you for breakfast at 7:30AM on 4/24.

On 4/24, Harry is leaving at 2:30PM, Bill at about 4:30PM and me at 3:43PM.

Jack Walsh will be driving from Oklahoma City Friday morning, but I don't know what time he leaves for Atlanta.

Look forward to seeing you all!

Very truly yours,



John L. Myers
Marketing Manager

JLM:da1

CC: W. B. DeAtley
H. B. Rhodes
J. E. Walsh

50264

from the desk of...

J. E. WALSH
Union Carbide Corporation
Metals Division
"Calidria" Asbestos
(404) 321-6600, Ext. 340

Ken

Confirming our phone conversation yesterday the following are suggested topics for our proposed 4-24 meeting in Tulsa:

- 1) Univis dust count results
- 2) Conversion of Shurelife & Super Visbestos to Univis mini pellets i.e. availability of new bags, disposition of bag inventories, on and off spec finished stock and target date for conversion.
- 3) If neither an oil or water wetted product would do as much sewn top bagging or reduced fines to be competitive with Howsall the ammunition needed by us would be a) how much has the drilling market grown in the past few years? 2) How much market share has been lost to Howsall because of their better
(over please)

Cosmetics + packaging c) If we have a packaged Univis
comparable to Novusal what share, tons, bags or volume
of the market could be regained?

4) Lummus discussion with HBR
present if available,

Please let either John or I know
when we have an O.K. on the date,
or any other topics you feel need
to be discussed.

Best regards
Jack Walsh

Ucar Apr 81
meet/calls

4/30/81 Rick Noultse -

Employer - he's insulated
by work comp. -
(But premiums are based
on experience)

So full of variables, impossible
to pin down to "black
& white".

- 50 different states
- 10-20-30 year history
- laws may change

Virtually impossible -

- Issue ind. bulletins
(on cases) "facts & findings"
- "Tips to the industry"
instead of "comparing
over-view of liabilities"

①
29

Myers - calls

He called Pigg and
Jim Reese - J.M. -
Frank Schell had talk
with Reese - on possible
positive approach -

Myers has talked with
Schell - Drisco does
want to take porcelain
action. -

Trying to Frederick ask
bus. for all of us. -

Clarify "monitoring
to quality under
action level". -

- Reese suggested Meet
OSHA/Dallas - let them
help us present to
DC

- 3 prong approach

- What do you think
about "next step".

②

AC Rep people are
ignoring action
level and monitoring
- work practices only
(not even any "efficiency"
monitoring)

China run is dismissed
→ (Thurs. - do we want
to fail more Navis)



Calidria ASBESTOS

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

January 9, 1981

Mr. K. N. Campbell
Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

Dear Ken:

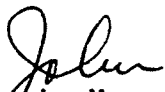
Per my telecon with Chuck on January 9, 1981, enclosed is a copy of an EPA rule on export reporting and an AIA/NA cover letter.

I did not remember, until I began drafting our response, that you export our asbestos to Japan and maybe elsewhere. Chuck said Japan is the only country, but that several of your customers purchase material for export to countries not known to you. You may wish to advise them of this Rule, but I'll leave that up to you.

We will be reporting Japan so you have no current responsibility to respond. If you do export to any other country, please let me know and we will report if necessary.

Please let me know if you have any questions or comments.

Very truly yours,


John L. Myers
Marketing Manager

JLM:dal
Enclosure

50271

(1)

Ucar meet - 4/24/81 -
"To Do" list - + Recap

- (1) CK ^{DOHP - 4/27 (Notes, etc)} our gaffes (John will
CK AIA for direction) - Aim
is to get clear outline
of Drlg. Contr. obligations
- Regulatory and legally (re
future law suits) ~~Imp. Comp.~~
Protect? -
- Also, get into for other
drlg. participants (operator
serv. cos, suppliers, etc)
- Need drlg. ind. oriented
law firm.

2. Probably "no way" on a
lab test for "air entrainment"

3. Keep our "work practices"
on front burner.

4. OSHA has said regs need change
They probably won't make state
ments during interim.

- 4W ^{or Clampt} Me call Drlg. Spec. after
John's F-gg call (Go thru
AIA to Quiz OSHA on getting
a "statement" - regs vs. drlg
ind. (i.e. Libor - monitor drinking

(6) Rhodes - calls Welch of AC
Pipe - ~ how do they handle
monitoring, while implementing
work practices. - (the combos)

③

7.1

Down to "3" project with JL review
 1. Clarify legal/regulatory obligations of Bmg. Conf. for
 2. Try for "1" & monitor "3" finalized down BSH
 3. Finalize work practices
 Mr - put J.L. on hold for 2 mos.

re 1981
 "clarification"
 "clarification"

9. Rhodes taking with Near
 Sawyer - can BSH use your
 own data as basis for citing
 - (H/50, is the "note" of opinion
 of mandatories)

10. Myers will have Blair
 clean up/improve "amphibole"
 description in H/50
 presentations.

11

Allen will push for
 quarter by month for
 with

12. Near will install extender.
 We said - still out.
 - Trying for total bag
 closure (sealed valve)

13

Allen/Bong suggested for
 "max" limits spec for
 with will

(3)

① John will direct in-ex cooler / in-ex pager packer.
John will direct on the 185
all "odd" - spec" -

② John will get accurate bag dir's for Minis
- Also, alternate types
- We send artwork & copy to ART - (Minis bags needed pronto).

③ Mr F/U with John on case of 4800 - 50/50

④ Still need lawyer and "odd" -

⑤ We gave Mark 5:22 history & curt. - near 1050 Prox 5M - TRY in Japan. -

⑥ Some used 511, 513, 515 bags on printed 8/11 part, at 10050.

4/22/81 For Ucar Questions
-w-4/27 Bob Jones. 582-9201

Will do: Quit claim deed on house

2. People running at us, -
probably his - some experience in
rotter. - handling dialogues -
(or wing it)

3. SVIS - Dir. Contr. & other
entities. -

- Q of obligations and
Thinks this the reg. -

is a "liability" type - Q of legal liability,
question. - Will (Concern is later law -
let us with them suits.) -
- Any "help" from
Work Comp.?

Apr. 24 '81 Tulsa - Ucar meet
Jim Lummus; John Myers; Harr.
Rhodes; Bill DeAtley; Jack Walker

1. From Walsh's note -

① - Current monitoring result
② - Change to "Univis" (bags,
old stocks; old-spec SV's;
target date)

③ - Market support for product
improvements (bagging; dust
reduction; Fiscal impact)

④ - 9 am & on Jim Lummus program (API;
IADC; gains expected)

⑤ 2. Justification for "improved" Univis
- Market share increase
- By Montello underwriting

⑥ 3. Activities re "safe use"
- Monitoring schedule
(where; how often; by whom;
prepare/disseminate results)
- Work Practices (draft;
finalize; advertise)

⑦ 4. "How to" on Univis clean-up
- Bagging methods/options
- Reduction of dust content
- Costs (size; ^{capital} sources)

⑧ 5. Silane treated fiber state

⑨ 6. Impact of '81 DSHA re
medicals/monitoring. (Mean must
monitor continuous?) (How)

Sub 0.1
type response

1/24/81 Ucar - Side Questions.

✓ 1. John "how to" on J.L. split
(4800⁰⁰ - 1200/mo thru Apr.)

✓ 2. How'd we miss being in
the "super-fund" legislative

3. Ucar/Montello "contract" statu.
(we haven't responded). Anti-trus

4. Want Utica annual?

✓ 5. Is "export reporting"
still alive? (TSCA Bulletin,
- John Ellis P. 94 on
status

[7.] Have call in for atty —
No indemn. draft yet. (Well
Xprs Mail to Durkin same
day as received.) (cc to you)

[B.] Possible Meet Apr/May
(Taps in Till Apr. 18)
Atlanta? — Perhaps E.D. April?
(wk of Apr. 26)
— Your photo — where, etc.
— George Lincoln
— Bill Thurber (Mayker)
— Bob Byrne

Allen - Hilton 505-824-2500

19/82 Jack Walsh -

622-4500

- Pricing on bags - letter
on way today. -

① We must send indemnity
agmt to Jack ^{copy to Jack} pronto
- Orig to lawyer

② Thurs. - go into sales
volume - call letter to
Jack - ~~EDD~~ ~~and~~ Mon am.
1p
x 11 → 3/15

Send indemn. agmt. -
~~cc to Jack Walsh~~

Ucar Corp
Old Kingsbury Rd

G. F. Durkin, Jr.
Law Dept.
E-1279

③ Meet late April / Early May
with Ucar.

→ Our Vol $\frac{1}{2}$ of last yr.
(his est due out Mon-3/15)

LAW OFFICES

GABLE, GOTWALS, RUBIN, FOX, JOHNSON & BAKER

A PROFESSIONAL CORPORATION

20TH FLOOR FOURTH NATIONAL BANK BUILDING
TULSA, OKLAHOMA 74119

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CHARLES P. GOTWALS, JR.
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CHARLES C. BAKER
RICHARD W. GABLE
JAMES M. STURDIVANT
W. THOMAS COFFMAN
RICHARD D. JONES
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TERRY M. THOMAS
DAVID L. BRYANT

OF COUNSEL
G. DOUGLAS FOX

TELEPHONE
AREA CODE 918
582-9201

TELECOPY
AREA CODE 918
584-7114

April 14, 1982

Mr. Kenneth N. Campbell
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

Dear Ken:

Enclosed is a copy of a proposed Agreement between Montello, Inc. and Union Carbide Corporation. After you have had a chance to review it, please give me a call if you have any questions or comments.

Very truly yours,



C. Robert Jones
For the Firm

CRJ:pab
Enclosure

50224

Jack Walst - 7/14/82 agenda

Local activity
- Now
- 83

OT Req down volume

rite up OSHHA protection down pricing (Re Garoid
protection)

1983 Pricing

Work Practices

SV vs Unions Mktg
- Product spec

New Distrib. Agent. -

I talk to him
Bob Furrer

1. Hello to Fukuma; Kanno;
Kawamoto (Harry's buddy); Endo

car hix k? 2. Bag artwork @ King City for
production (Avail. est. from John
Kemper) -
- Tomoe wants 10M bags
price? -

3. Our pkg. of "OSHHA update"
info. ready soon. (AIA Wk Prot, too)

4.

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

THIS IS OUR
25TH
ANNIVERSARY

June 2, 1982

Mr. Jack Walsh
Union Carbide Corp.
17 Executive Park Drive
Atlanta, GA 30329

Dear Jack:

With the drilling industry continuing to weaken, we are coming under heavy (and growing) pressure to adjust our sale prices downward. Some of this takes the traditional form of action by our competitors in the marketplace.

However, much of the pressure is coming directly from our customers, in the form of protest notices. The following is a verbatim quote (except for the company name) from a letter received earlier this month from one of the Major Mud Service Companies:

"In view of the depressed market conditions within the drilling industry, (we) are protesting the price increases announced in Montello's Mud Service Company price list effective 5/1/82.

(We) have taken the lead in endeavoring to stabilize prices in the drilling mud industry and our prices have been rolled back to 1981 levels.

Please reconsider these announced price increases and let me know what Montello can do to help hold down selling prices.---

We have enclosed a copy of our response to this customer, (name deleted). Please consider this our formal protest against the increased cost of products supplied by your company. We are very serious in promising our customers a cut in our prices, if we get cooperation from our suppliers. With this in mind, we ask you to be just as serious in attempting to secure some reduction in the cost of products which we buy from you.

Sincerely,

MONTELLO, INC.

Kenneth N. Campbell

KNC/rmr

Enc: (1)

50226

Bob Byrne - Blair AC charts

- 72 1. Mean/Median of AV for '70-'82
is prox 15.
But its 13 for '80-'82
(lost prox 15 from Ave)
(lost 19 to drop 77-79 ave of 16)
- YP tends to track same decline
'76-'82.

S V's
activity

CR

MONTELLO SALES HISTORY 1975 - June 1982

<u>PRODUCT</u>	<u>TONS</u>							<u>THRU</u>	<u>1982</u>
	<u>1975</u>	<u>1976</u>	<u>1977</u>	<u>1978</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>	<u>6/82</u>	<u>BUDGET</u>
CSV	3784	2124	2503	2283	1326	2739	2139	518	500
SHUR	--	774	803	625	633	746	441	63	600
UNIVIS	--	--	--	--	--	96	166	68	2200
VISB	199	232	417	96	--	--	--	--	--
ARCOVIS	9	--	--	--	--	--	--	--	--
NGSV	-18	--	--	--	--	--	--	--	--
IMCOBEST	833	--	--	--	--	--	--	--	--
SG-200X	--	--	--	--	131	--	--	--	--
TOTAL	4807	3130	3723	3004	2090	3581	2746	649	3300

dac: 7/8/82

Arbiter Sales

7/1 to 6/30/82

Calendar 74	3rd 1st July - Sept	4th 2nd Oct - Dec	1st 3rd Jan - Mar	2nd 4th Apr - June	TOTAL	
		<u>Super Vanhutan</u>				
U.S.	20050	13672	9517	4992	48231	
E.H.	800	2700	80	840	11990	
Total Bags	20850	16372	9597	13402	60221	
Total Tons	521.25	409.3	239.93	335.1	1505.5	
		<u>Univis</u>				
U.S.	247	1196	520	—	1963	
E.H.	—	3000	750	1500	5250	
Total Bags	247	4196	1270	1500	7213	
Total Tons	6.18	104.9	31.75	37.5	180.3	
		<u>Shenlift</u>				
U.S.	2400	840	840	840	4920	
South America	—	2400	—	—	2400	
E.H.	2400	—	840	—	3240	
Total Bags	4800	3240	1680	840	10560	
Total Tons	120	81	42	21	264	
Totals :						
U.S.	22697	15708	10877	5832	55114	70.7 %
South America	—	2400	—	—	2400	3.1 %
E.H.	3200	5700	1670	990	20480	26.2 %
Total Bags	25897	23808	12547	15742	77994	100.0 %
Total Tons	674.47	595.2	313.675	393.55	1949.85	
Inventory 7/1/82	<u>Bags</u>	- As is thru year - CRG (350 - 400 T/QT) - Back to 600-650 1/85-6/85 - Close year '83 @ 2500-3				
Super Vanhutan	4782					
Univis	508					
	5290					

Estimate Minor loss water 6/7/82

S.V. 2000
 Limits —
 Sturdy 840
 Tot

2nd Half '82 4.5 20000
 Expect 19000
 2000 4400
 2000 1000
 39.4 S.V. 1/2

'83 4.5 59000
 Expect 29000
 19000 13200
 6000 3000 102.1
 6407 1/4

Meeting date would be better for
 Water stop on Wed. 14th / 15th
 arrive 13th for dinner etc. at next stop.

Max 5 people
 Min 3 people

How let us know who's coming &
 if we can help with reservations.

Super Vir/Union/Shulft Sales
1/1 to 5/31/82
US & Export

	S.V.	Union	Shulft	
Jan	2400			
Feb	3824	40	840	
Mar	3293	480		
Apr	2495			
May	350		840	
Total U.S.	12362	520	1680	
Jun			840	
Jul	80	750		
Aug	2250			
Sep		1500		
Total Export	2330	2250	840	
Estimated vehicle sales (Not given to Union)				
June 1982				
U.S.	1680	—	840	
Export	—	—	—	
2nd Half 1982				
U.S.	14000	1680	2000	
Export	10000	4000 ← Telente	840	400 T/A
1983				
U.S.	28000	3360	5000	
Export	20000	13200 ← Telente	1680	445 T/A

SALES MEETING AT MONTELLO, INC. OFFICES

JULY 15, 1982

A G E N D A

Past Sales Performance

1982 Sales Performance

Balance of 1982 Sales Outlook

Market Share

Drilling Activity: Past, Present and Future

1983 Sales Estimate

New Contract Agreement

Status update on:

Work practices

Supervis/Univis marketing program and product specs

Flosal vs CSV quality

Telvis

Outside dust monitoring

Packaging/Distribution and the DOT regulations



Calidria ASBESTOS

UNION CARBIDE CORPORATION • METALS DIVISION • 17 EXECUTIVE PARK DRIVE • ATLANTA, GEORGIA • TEL: 404-321-6600 EXT. 340

June 18, 1982

Ken Campbell - President
MONTELLO, INC.
6106 East 32nd Place
Tulsa, Oklahoma 74063

Dear Ken:

Confirming our phone conversations on our sales meeting set for Thursday July 15 in Tulsa; Bob Byrne, George Lincoln and I will be arriving in Tulsa at approximately noon. We will have a rental car and grab a bite to eat for lunch and plan on being over at your office at about 2 p.m..

The following is a list of agenda items to be discussed during our meeting:

Drilling activity at present and '83 outlook ✓
Downward sales volume ✓
Downward price pressure ✓ ← documentation?
Balance of '82 sales outlook ✓
1983 sales estimate ✓
1983 pricing ✓
Work practices status
Supervisbestos/Univis marketing program (incl. monitoring bullet)
Supervisbestos/Univis product specs
Telvis
New contract agreement
Carey asbestos - a new competitor?
Packaging/distribution and the DOT regulations
Outside dust monitoring update

It is a comprehensive agenda, and I expect that some of the items will spill over to our dinner that evening. Any uncovered topics or a wrap up can be accomplished Friday morning if required. Please arrange for guaranteed single room reservations at the Hilton at Skelly Drive (918-622-7000) for us for the evening of the 15th.

Let me know if you have any questions or additional agenda items that need to be included prior to our meeting. The agenda content covers most of our joint marketing activities and we look forward to a problem solving discussion at our meeting.

Very truly yours,
Jack Walsh
J. E. Walsh

JEW/nlw

50234

6 - Report/Prep Bulletin on
last 21/2d monitoring data.
- Initial, only 1 above 1/4
- Weat's own record, below 1
- 2 records by Environmental
Analysis Laboratories Corp. -
were also below
Radioactive: with proper work
- ces, it is reasonable to
expect TWH's below 1. (No
medical records, or monitoring)

.002 0.037

.134
.080

9/20/82 —

Jack Walsh
reports "our"

lawyer on as —
bestor is

Jim Rouse
—