

UNION CARBIDE CORPORATION
METALS DIVISION
270 PARK AVENUE, NEW YORK, N.Y. 10017

September 30, 1980

Mr. Milton J. Heinsen/Ms. Ina Rosenquist
Bradley-Jolon Road
Lockwood, California 93927

Dear Mr. Heinsen and Ms. Rosenquist:

As the owners of the rental property situated along the Bradley-Jolon Road, Lockwood, California 93927 (the "residence"), you have requested that Union Carbide provide assistance in removing certain asbestos materials from the attic of the residence which were placed therein by you.

Union Carbide will perform such work through Concord Engineering Enterprises, Inc., Richmond, California (the "Contractor"), subject to the acceptance of the following terms and conditions by you:

1. You understand and are willing to assume the risks and health hazards involved in removing the asbestos materials from the residence, including the possibility that such removal might create additional airborne asbestos and increase the risk of exposure thereto. Upon the completion of any removal, there will be residual asbestos which may constitute a health hazard to any occupants of the residence. It is advisable that any further access to such attic area be prohibited. If there is any prior or future evidence of the sifting of asbestos materials from the attic area into the living area of the residence, then it is advisable to prevent any further habitation or use of the residence.

2. Upon three (3) days' prior notice from Union Carbide, you will make the residence available for the removal work, free of all tenants and parties in possession and all household furnishings and personal property. It is estimated that up to two (2) weeks will be required to complete the removal work.

3. In consideration of the performance of the removal work, you hereby release and agree to indemnify and hold harmless Union Carbide and its Contractor from all claims, damages, loss or liability due to personal injuries, death and property damage (including any damage to the residence) arising out of the asbestos removal work contemplated hereunder or the presence or use of asbestos materials in the residence, including, without limitation,

all claims, damage, loss or liability which you, the future owners of the residence, or any tenants or occupants thereof now have or ever had or hereafter can, shall or may have against Union Carbide or its Contractor arising out of the said removal work or the presence or use of asbestos materials in the residence.

4. Except as set forth in this letter agreement, there are no other understandings or agreements between Union Carbide and yourselves as to the matters set forth herein.

5. The execution of this letter agreement and the performance of the removal work contemplated hereunder in no way constitutes an admission or acknowledgement of responsibility or liability by Union Carbide for the presence or use of asbestos materials produced by it which may be found within the residence, if any.

If the foregoing correctly sets forth the understanding and agreement between you and Union Carbide, kindly indicate your acceptance thereof by signing the duplicate of this letter in the space provided below.

Very truly yours,

UNION CARBIDE CORPORATION
Metals Division

By E. J. Shantoleine
Vice President

AGREED TO AND ACCEPTED:

OWNERS

Milton J. Heinsen

Ina Rosenquist