



UNION CARBIDE CORPORATION
METALS DIVISION

270 PARK AVENUE, NEW YORK, N.Y. 10017



September 30, 1980

Concord Engineering Enterprises, Inc.
835 National Court
Richmond, California 94804

Gentlemen:

You have agreed to perform certain services for Union Carbide Corporation ("Union Carbide") in conjunction with the removal of asbestos and asbestos materials from those residences located at 122 Eleventh Street, Greenfield, California 93927, 332 North Second Street, King City, California 93930 and Bradley-Jolon Road, Lockwood, California 93932 (Heinsen). All of the said work will be performed under a Construction Maintenance Order (Fixed Price) which has been or will be executed between yourself and Union Carbide.

As a condition of retaining your services to perform such work, you hereby agree as follows:

1. You assume all risks attendant with such work, including, without limitation, all claims, damages, loss or liability due to any personal injuries, death or property damages suffered or allegedly suffered by any third parties, including your own employees, agents or independent contractors, arising out of the aforesaid work.
2. You shall indemnify and hold harmless Union Carbide from all claims, damages, loss or liability due to any personal injuries, death or property damages suffered or allegedly suffered by any third parties or your employees, agents or independent contractors arising out of the aforesaid work.
3. You shall promptly obtain the execution and acknowledgment of a Release in the same form as Exhibit A attached hereto from any employees, agents or independent contractors retained by you to perform any part of the aforesaid work and shall deliver such Releases to Union Carbide prior to the time that any such party commences any such work on behalf of Union Carbide.
4. In performing all services for Union Carbide as to the said work, you shall promptly comply with all applicable Federal, State and local laws, ordinances and regulations, including any notices which may be required to be filed as to such work and any regulations with respect to the disposal of any asbestos or asbestos materials so removed, except where Union Carbide performs such removal.

The cost of such compliance has been included within the fees which will otherwise be payable to you for your services.

5. You understand and are familiar with those risks, health hazards and governmental regulations relating to asbestos, its removal and the full scope of the work which you are about to perform and you have warned and fully advised or will warn and fully advise all employees, agents or independent contractors engaged in performing such work of the risks and health hazards.

6. You shall keep the terms of this letter agreement and the aforesaid Construction Maintenance Order, and the nature of the work which you are performing on behalf of Union Carbide thereunder, confidential and you shall not disclose such information to any third parties except any governmental offices or bodies which have a legitimate interest in such information.

If the foregoing correctly sets forth the understanding and agreement between yourself and Union Carbide, kindly execute the duplicate of this letter in the space provided below and return the same to the undersigned.

Very truly yours,

UNION CARBIDE CORPORATION
Metals Division

By E. J. Shortleaves
Vice President

AGREED TO AND ACCEPTED:

CONCORD ENGINEERING ENTERPRISES, INC.

By _____

Title _____

RELEASE

_____, residing at _____,

in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States of America, paid by UNION CARBIDE CORPORATION ("Union Carbide"), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and forever discharge Union Carbide, its successors, assigns, officers, directors, agents, employees and each of them of and from any and all manner of claims, demands, obligations, damages, actions, causes of action or suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, whether known or unknown, which he or his respective heirs, executors, administrators, successors or assigns, might now have or ever had or hereafter can, shall or may have against Union Carbide, its successors, assigns, officers, directors, agents, employees or any of them, for any personal injuries, including death, or property damage, in any way arising out of or by reason of the placing of, use of, removal from or his exposure to any asbestos or asbestos materials located in these residences situated at (1) 122 Eleventh Street, Greenfield, California 93927, and (2) 332 North Second Street, King City, California 93930, or any other structures situated in Monterey County, California where he may be requested to remove asbestos or any asbestos materials on behalf of Union Carbide..

The undersigned hereby further assumes all risks attendant with his removal of asbestos as set forth in the immediately preceding sentence and shall indemnify and hold harmless Union Carbide, its

successors, assigns, officers, directors, agents and employees or any of them from all claims, damages, loss and liability on account of any personal injuries, death or property damage suffered by any members of his family or household on account of contact with the undersigned during any removal of asbestos on behalf of Union Carbide.

IN WITNESS WHEREOF, the undersigned has duly executed this RELEASE as of this _____ day of _____, 1980.

STATE OF CALIFORNIA)
COUNTY OF _____) ss.:

On this _____ day of _____, 1980 before me the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires: