PLAINTIFF'S EXHIBIT
BLC-9

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 5th day of May, 1949, by and between The Eagle-Picher Sales Company, a Delaware corporation, hereinafter referred to as "Eagle-Picher", and Bigelow-Liptak Corporation of Michigan, hereinafter referred to as "B-L".

WITNESSETH:

IT IS AGREED AS FOLLOWS:

(1) DESCRIPTION OF PRODUCTS

(a) "Mineral Wool Insulating Block" is defined as a block rectangular in shape and of any combination of the following dimensions: Length, 18" and 36"; width, 6" and 12"; and thickness, 1", 1½", 2", 2½", 3", 3½" and 4", packed in cardboard boxes.

(b) "Insulation Cement" is defined as a thermal insulating cement manufactured under United States Patent No. 2,237,745, packed in 50-pound multiwall paper bags bearing said patent number.

(c) "Protective Coating" is defined as a fibrated emulsified asphalt weatherproofing, packed in pails and steel drums.

(d) "Loose Mineral Wool" is defined as bulk or unrefined mineral wool packed in multiwall paper bags.

(e) "Granulated Mineral Wool" is defined as nodulated and screened mineral wool, packed in multiwall paper bags.

(2) REQUIREMENTS

Eagle-Picher will manufacture for and sell to B-L and B-L will buy from Eagle-Picher, B-L's requirements of Mineral Wool, Insulating Block, Insulating Cement, Protective Coating, Loose Mineral Wool, and Granulated Mineral Wool, such commodities to be under B-L's trade marks and labels.

(3) PRICES AND TERMS

Prices and terms are set forth in Exhibit B, hereto attached and made a part hereof.

Prices may be revised by Eagle-Picher from time to time on giving notice to B-L; however, no price revision shall be made unless Eagle-Picher simultaneously makes effective price changes to its distributors and applying contractors.

In the event such revised prices should be unacceptable or unsatisfactory, B-L may cancel this agreement by giving Eagle-Picher notice in writing within ten (10) days after receipt of notice of such revised prices.

(4) QUALITY

Commodities covered by this agreement shall conform to Eagle-Picher's standard sales specifications which apply to said commodities generally offered to the trade by Eagle-Picher, a copy of such specifications, marked Exhibit B, being hereto attached and made a part hereof. In the event such specifications are modified or changed by Eagle-Picher, such modifications or changes shall forwith be commuted to B-L.

UNR 007371

Any claim for defective material, imperfect manufacture, shortage in count, or for any other cause, shall be presented to Eagle-Picher by B-L within thirty (30) days after B-L's receipt of such claim from its customers, and no claim shall be made for consequential damages.

(5) SHIPMENTS

Shipments will be made from time to time as the wants of B-L may require, provided B-L gives to Eagle-Picher reasonable notice of the amounts of such shipments to enable Eagle-Picher to make and ship same.

(6) CONTINGENCIES

Causes beyond the control of either party, such as strikes, fires, casualties at plants, or other difficulties which make it impossible to fulfill the requirements of this agreement, shall constitute an excuse for nonperformance during the period of such disability.

Eagle-Picher may add to the price stated herein any taxes or other charges imposed by governmental authority upon the sales, shipment, or use of said commodities.

(7) PATENTS

Eagle-Picher shallprotect and indemnify B-L from and against all claims, damages, judgements, expenses and loss arising from the infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder; but Eagle-Picher does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process; and Eagle-Picher shall defend or settle at its own expense any suit or proceeding brought against B-L for such infringement,

provided that Eagle-Picher is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by B-L for the defense or settlement thereof.

(8) DURATION

This agreement shall be operative for a period of three (3) years and shall continue indefinitely thereafter, subject to termination by either party at any time after one year subsequent to the date of executing hereof on giving the other party twelve (12) months' notice in writing.

In the event of termination, B-L shall purchase from Eagle-Picher at Eagle-Picher's cost suchcartons, bags and pails and steel drums bearing B-L's design which Eagle-Picher may have on hand at the effective date of such termination.

(9) ASSISTANCE TO BE FURNISHED BY EAGLE-PICHER

Eagle-Picher will furnish to B-L:

(a) such sales help and counsel as Eagle-Picher Sales and Engineering Departments may be equipped to afford.

(b) Standard size samples, free of charge, in packages which will be paid for by B-L, F.O.B., Joplin, Missouri.

(c) Such cartons, bags, and pails and steel drums, required for the packaging and shipping of the commodities covered by this agreement, such containers to bear B-L's design, which will be applied only on such containers furnished B-L, it being understood that B-L shall bear the cost of printing dies.

UNR 007373

May 5, 1949

(10) ASSIGNS

This agreement shall not be assignable by either party unless the written consent of the other is first had and obtained.

(11) ENTIRE AGREEMENT

There is no understanding or agreement regarding this contract other than shown herein.

Executed in duplicate as of the day and year first above written.

ATTEST:

Asst. Secy.

THE EAGLE-PICHER SALES COMPANY

By C. B. Lynde

C. B. Lynde

ATTEST:

Secy-Treas

BIGELOW LIPTAK CORPORATION

BY

V. Pres.

5-24-49

UNR 007374

EXHIBIT A

May 5, 1949

INSULATING CEMENT

Eagle-Picher Product Specification No. I-5 is a part of this specification. The following additional requirements shall be added to I-5 for Purchaser's Insulating Cement:

1. Under Paragraph 1, Product Name, "Purchaser's Insulating Cement" shall be substituted for "Eagle-Picher Super '66' Insulating Cement."
2. Under Paragraph 4, Patents, Trade Marks and Copyrights, omit parts a. and b. (Trade Marks for Eagle-Picher and "66"). Retain part c. (Pat.2237745.)
3. Under Paragraph 8, Preparation for Shipment, the following shall be substituted for paragraph 8:

   A. Twenty-five (25) pound bag (U.S.A.)

      1. Container shall be 3 ply (40-40-50 Kraft) bags, 20" x 35" tube size, secured with an 18 gauge soft wire loop bag tie.
      2. Bags shall be printed on one face with printing in the type, color and layout as per approved design, containing the following informatic

         a. Purchaser's Industrial Insulations for High Temperatures.

         b. Insulating Cement.

         c. Important - Read Instructions Carefully.

            1. To mix Purchaser's Insulating Cement, add eleven (11) pounds (1-1/3 gallons) of CLEAN, FRESH water to five (5) pounds of dry cement. The cement will then be sufficiently wet to provide the correct adhesiveness for easy and immediate applicatic
            2. Thoroughly clean all surfaces to be insulated.
            3. For the first coat, apply the material by hand in spots approximately 4 inches apart, then fill in between the spots to evenly cover the surface.
            4. Apply first coat 1/2 to 3/4 inches thick and allow to dry. Allow each coat to dry before applying next coat. The last coat can be trowelled to a smooth finish.

UNR 007375

5. Heat should be provided in equipment, if possible, to enable insulation to dry faster and more uniformly.

6. Allow cement to dry thoroughly before applying protective coating.

d. Made under Patent 2,237,745.

e. Purchaser's name.

f. Purchaser's location.

g. 25 Pounds Net.

h. Made in U. S. A.

B. Fifty (50) Pound Bag (U.S.A.)

1. Container shall be 3 ply (40-40-50 Kraft) bags, 23-1/2" x 42" tube size, secured with an 18 gauge soft wire loop bag tie.

2. Bags shall be printed on one face with printing in the type, color and layout as per approved design, containing the following informatic

a. Purchaser's name for High Temperatures.

b. Insulating Cement

c. Important - Read Instructions Carefully.

1. To mix Purchaser's Insulating Cement, add eleven (11) pounds (1-1/3 gallons) of CLEAN, FRESH water to five (5) pounds of dry cement. The cement will then be sufficiently wet to provide the correct adhesiveness for easy and immediate application.

2. Thoroughly clean all surfaces to be insulated.

3. For the first coat, apply the material by hand in spots approximately 4 inches apart, then fill in between the spots to evenly cover the surface.

4. Apply first coat 1/2 to 3/4 inches thick and allow to dry. Allow each coat to dry before applying next coat. The last coat can be trowelled to a smooth finish.

5. Heat should be provided in equipment, if possible, to enable insulation to dry faster and more uniformly.

6. Allow cement to dry thoroughly before applying protective coati

UNR 007376

d. Made under Patent 2,237,745.

e. Purchaser's Name

f. Purchaser's Location

g. 50 Pounds Net

h. Made in U.S.A.

C. Canadian fifty (50) Pound Bag.

1. Containers shall be 3 ply (40-40-50 Kraft) bags, 23-1/2" x 42" tube size, secured with an 18 gauge soft wire bag tie.

2. Bags shall be printed on one face with printing in the type, colors and layout as per approved design, containing the following:

a. For Versatility Stickability Reclaimability.

b. Purchaser's 50 Insulating Cement.

c. A Superior Heat Insulation.

d. Purchaser's name

e. Purchaser's Location

f. Canada

g. Net Weight 50 Pounds.

h. Made in U.S.A.

D. A lot number shall be stamped on each container to permit complete manufacturing identification.

E. Bags shall be filled with the required net weight of material, secured with a soft wire loop bag tie then stored in a dry, protected location.

F. Purchaser's Insulating Cement shall be identified on the Bills of Lading as "Mineral Wool Cement."

UNR 007377

Exhibit A May 5, 1949

BLOCK INSULATION

Eagle-Picher Product Specification No. I-1 is a part of this specification. The following additional requirements shall be added to I-1 for "Purchaser".

1. Under paragraph 1, Product Name,"Purchaser's Block Insulation" shall be submitted for "Eagle-Picher Supertemp Block Insulation."
2. Under paragraph 4, Patents, Trade Marks and Copyrights, Omit parts a. and b. (Trade Marks for Eagle-Picher and Supertemp.)
3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for part b.

b. All three standard size cartons shall be printed on 5 sides in the type, colors and layout as per approved design. The following information shall be printed on the front and back:

1. Purchaser Industrial Insulations for High Temperatures.
2. Block Insulation
3. Purchaser's name and location.

The following information shall be printed on both sides.

1. Block Insulation.
2. _____ Pieces
3. Size _____
4. Sq.ft._____
5. Bd.ft._____
6. Purchaser's name and location.

The top shall be printed as follows:

1. USE NO HOOKS
2. KEEP DRY

UNR 007378

Exhibit A May 5, 1949

INSULATION COATING

Eagle-Picher Product Specification No. I-2 is a part of this specification. The following additional requirements shall be added to I-2 for Purchaser's Insulation Coating:

1. Under paragraph 1, Product Name, "Purchaser's Insulation Coating" shall be substituted for "Eagle-Picher Insulseal".
2. Under paragraph 4, Patents, Trade Marks and Copyrights, omit parts a. and b. (Trade Marks for Eagle-Picher and Insulseal.)
3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for part b:

   b. Gummed labels as per approved design shall be applied to each container, and shall contain the following information:

      1. Insulation Coating.
      2. A Protective Coating for Insulation.
      3. Purchaser's Insulation Coating provides a tough, hard, weatherproof, fire resistant coating over surfaces and protects insulation from vibration and punctures. Seals insulation against air-infilteration and safeguards insulating efficiency.
      4. Recommended Temperature (Maximum) - 450°F. Recommended Thickness - 1/4" Wet.
      5. Purchaser's Insulation Coating is ready-mixed and should be applied with a trowel just as it comes from the container.
      6. Purchaser's Industrail Insulation (For High Temperatures).
      7. Purchaser's name.
      8. Purchaser's Location.

UNR 007381

Exhibit A May 5, 1949

WOOL INSULATION

Eagle-Picher Product Specification No. H-2 is a part of this specification. The following additional requirements shall be added to H-2 for Purchaser's Loose Wool Insulation:

1. Under paragraph 1, Product Name, "Purchaser Loose Wool Insulation" shall be substituted for "Eagle-Picher Loose Mineral Wool (Type H-2).
2. Under paragraph 4, Patents, Trade Marks and Copyright, omit part a., (Trade Mark for Eagle.)
3. Under paragraph 8, Preparation for Shipment, the following shall be subsituted for paragraph 8:

   A. Containers shall be 2 ply, 50# Kraft paper bags, 24-1/2" x 51" tube size, with 8" bottom and bearing freight classification stamp.

   b. Bags shall be printed on one side with printing in the type, colors and layout as per approved design containing the following information:

      1. Purchaser's Industrial Insulations for High Temperatures.
      2. Loose Wool Insulation.
      3. 40 Pounds Net
      4. Purchaser's name
      5. Purchaser's location
      6. Made in U.S.A.

   c. A lot number shall be stamped on each container to permit complete manufacturing identification.

   d. Bags shall be filled with 40 lbs. of material net, secured with a soft wire loop bag tie then stored in a dry, protected location.

   e. Purchaser's Loose Wool Insulation shall be identified on Bills of Lading as "Mineral Wool - in bags".

UNR 007379

Exhibit A

May 5, 1949

GRANULATED WOOL INSULATION

Eagle-Picher Product Specification No. H-1 is a part of this specification. The following additional requirements shall be added to H-1 for Purchaser's Granulated Wool Insulation:

1. Under paragraph 1, Product Name, "Purchaser's Granulated Wool Insulation" shall be substituted for "Eagle-Picher Home Insulation (Type H-1)."

2. Under paragraph 4, Patents, Trade Marks and Copyrights, omit part a., (Trade Mark for Eagle).

3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for paragraph 8:

   a. Containers shall be 2 ply, 50# Kraft paper bags, 24/1/2" x 51" tube size, with 8" bottom and bearing freight classification stamp.

   b. Bags shall be those designed for Purchase Loose Wool Insulation. The word "Loose" shall be neatly obliterated and the word "Granulated" stenciled above the obliteration. The bags shall contain the following information:

      1. Purchaser's Industrial Insulations for High Temperatures.
      2. Granulated Wool Insulation.
      3. 40 Pounds Net
      4. Purchaser's Name
      5. Purchaser's Location
      6. Made in U. S. A.

   c. A lot number shall be stamped on each container to permit complete manufacturing identification.

   d. Bags shall be filled with 40 lbs. of material net, secured with a soft wire loop tab tie then stored in a dry, protected location.

   e. Purchaser's Granulated Wool Insulation shall be identified on Bills of Lading as "Mineral Wool - in bags".

UNR 007380

May 5, 1949

E X H I B I T B

This Exhibit is a part of the Contract entered into the 5th day of May, 1949, by and between the Eagle-Picher Sales Company, a Delaware Corporation, hereinafter referred to as "Eagle-Picher", and the Bigelow-Liptak Corporation, a Michigan corporation, hereinafter referred to as "B-L".

As provided in Paragraph 4 of the Contract, Eagle-Picher's current standard Sales Specifications are attached hereto, and made a part hereof. These Specifications may be changed or modified by Eagle-Picher, from time to time, and such changes or modifications shall forwith be communicated to B-L.

(See price information on next following page.)

May 5, 1949

M I N E R A L W O O L F R E I G H T R A T E S

JOPLIN, MO. TO:	WOOL		BLANKET		BLOCK		CEMENT		COATING	
	C. L.	L.C.L.	C. L.	L.C.L.	C. L.	L.C.L.	C. L.	L.C.L.	C.L.	L.C.L.
Portland, Me.*	$1.29	$4.40	$1.29	$3.08	$1.34	$3.08	$1.29	$2.43	$1.16	$2.43
Boston, Mass.*	1.24	4.26	1.24	2.99	1.29	2.99	1.24	2.34	1.14	2.34
New York, N.Y.*	1.18	4.03	1.18	2.81	1.23	2.81	1.18	2.23	1.08	2.23
Pittsburgh, Pa.*	.95	3.13	.95	2.19	1.00	2.19	.95	1.71	.88	1.71
Jacksonville, Fla.*	1.19	3.03	1.19	2.39	1.19	2.39	1.30	1.79	.88	1.79
Cleveland, O.*	.90	2.98	.90	2.09	.94	2.09	.90	1.64	.83	1.64
Detroit, Mich.*	.88	2.86	.88	2.00	.90	2.00	.88	1.58	.80	1.58
Indianapolis, Ind.*	.75	2.45	.75	1.71	.78	1.71	.75	1.35	.69	1.35
Des Moines, Iowa *	.59	1.96	.59	1.38	.59	1.38	.43	1.08	.43	1.08
St. Louis, Mo. **	.56	1.42	.56	1.00	.56	1.00	.24	.78	.42	.78
New Orleans, La.***	.98	3.29	.98	2.30	.98	2.30	.98	1.81	.72	1.81
Oklahoma City, Ok.***	.55	1.82	.55	1.28	.55	1.28	.55	1.00	.41	1.00
Dallas, Tex.***	.66	2.21	.66	1.55	.66	1.55	.66	1.22	.48	1.22
Denver, Colo.***	.94	3.12	.94	2.17	.94	2.17	.60	1.72	.67	1.72
Seattle, Wash.*** also same for San Francisco.***	1.80 Min.30M 2.00 Min.24M	4.58	1.80 Min.30M 2.00 Min.24M	4.58	1.80 Min.30M 2.00 Min.24M	4.58	1.58	4.37	1.57 Min.40M	3.58

(Continued)

UNR 007384

EXHIBIT B

Page 2.

YOUR CURRENT COST

ON MINERAL WOOL PRODUCTS, COATINGS

AND DIATOMACEOUS EARTH

May 5, 1949

PRODUCT	IDENTIFICATION SYMBOL	UNIT	C.L. FOB JOPLIN, MO.	L. C. L. FOB JOPLIN, MO.
Loose	B/L 2L	Ton	$33.00	$36.00
Granulated	B/L 7G	Ton	40.50	43.50
Blanket	B/L BKT	Sq.Ft.	65% off list.	64% off list.
Block	B/L 17B	Sq.Ft.	54% off list.	53% off list.
Blanket, P.C.	B/L 7P	Li.Ft.	63% off list.	62% off list
Protective Coating	B/L IS			
Pail 50#		Ton	98.00	101.00
Drum 150#		Ton	94.00	97.00
Drum 300#		Ton	87.00	94.00
Drum 500#		Ton	76.00	79.00
Finishing Cement	B/L 3F	Ton	60.00	63.00
Insulating Cement	B/L 6I	Ton	78.50	81.50
H. T. Cement	B/L 11	Ton	65.00	68.00
Fiberous Adhesive	B/L FH	Pail*		2.80
	FOB CLEVELAND**			
Boiler Wall Coating	B/L SC			
50# Pail		Ton		107.00
150# Drum		Ton		100.00
300# Drum		Ton		90.00
500# Drum		Ton		85.00
	FOB CLARKE, NEV.			
DE Fill, Coarse Natural		Ton	32.50	#
DE Fill, Fine Natural		Ton	34.50	#
DE Fill, Cal. Agg.		Ton	50.00	#
Fireproofing Cement			--	--
Fireproofing Finish			--	--

* 5 Gal. - Wgt. Gross 63½ lbs.

\# Obtain Special Price From Cincinnati.

** Also Available Kansas City at Same Price.

MINERAL WOOL FREIGHT RATES (CONT.)

* - To these rates an Emergency Charge of 5% will be added plus 3% Transportation tax.

** - No Emergency Tax--only 3% Transportation Tax.

*** - To these rates an Emergency Charge of 4% will be added plus 3% Transportation Tax.

UNR 007385

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 5th day of May, 1949, by and between The Eagle-Picher Sales Company, a Delaware corporation, hereinafter referred to as "Eagle-Picher", and Bigelow-Liptak Corporation of Michigan, hereinafter referred to as "B-L".

WITNESSETH:

IT IS AGREED AS FOLLOWS:

(1) DESCRIPTION OF PRODUCTS

(a) "Mineral Wool Insulating Block" is defined as a block rectangular in shape and of any combination of the following dimensions: Length, 18" and 36"; width, 6" and 12"; and thickness, 1", 1½", 2", 2½", 3", 3½" and 4", packed in cardboard boxes.

(b) "Insulation Cement" is defined as a thermal insulating cement manufactured under United States Patent No. 2,237,745, packed in 50-pound multiwall paper bags bearing said patent number.

(c) "Protective Coating" is defined as a fibrated emulsified asphalt weatherproofing, packed in pails and steel drums.

(d) "Loose Mineral Wool" is defined as bulk or unrefined mineral wool packed in multiwall paper bags.

(e) "Granulated Mineral Wool" is defined as nodulated and screened mineral wool, packed in multiwall paper bags.

(2) REQUIREMENTS

Eagle-Picher will manufacture for and sell to B-L and B-L will buy from Eagle-Picher, B-L's requirements of Mineral Wool, Insulating Block, Insulating Cement, Protective Coating, Loose Mineral Wool, and Granulated Mineral Wool, such commodities to be under B-L's trade marks and labels.

(3) PRICES AND TERMS

Prices and terms are set forth in Exhibit B, hereto attached and made a part hereof.

Prices may be revised by Eagle-Picher from time to time on giving notice to B-L; however, no price revision shall be made unless Eagle-Picher simultaneously makes effective price changes to its distributors and applying contractors.

In the event such revised prices should be unacceptable or unsatisfactory, B-L may cancel this agreement by giving Eagle-Picher notice in writing within ten (10) days after receipt of notice of such revised prices.

(4) QUALITY

Commodities covered by this agreement shall conform to Eagle-Picher's standard sales specifications which apply to said commodities generally offered to the trade by Eagle-Picher, a copy of such specifications, marked Exhibit B, being hereto attached and made a part hereof. In the event such specifications are modified or changed by Eagle-Picher, such modifications or changes shall forwith be commuted to B-L.

UNR 005942

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Any claim for defective material, imperfect manufacture, shortage in count, or for any other cause, shall be presented to Eagle-Picher by B-L within thirty (30) days after B-L's receipt of such claim from its customers, and no claim shall be made for consequential damages.

(5) SHIPMENTS

Shipments will be made from time to time as the wants of B-L may require, provided B-L gives to Eagle-Picher reasonable notice of the amounts of such shipments to enable Eagle-Picher to make and ship same.

(6) CONTINGENCIES

Causes beyond the control of either party, such as strikes, fires, casualties at plants, or other difficulties which make it impossible to fulfill the requirements of this agreement, shall constitute an excuse for nonperformance during the period of such disability.

Eagle-Picher may add to the price stated herein any taxes or other charges imposed by governmental authority upon the sales, shipment, or use of said commodities.

(7) PATENTS

Eagle-Picher shallprotect and indemnify B-L from and against all claims, damages, judgements, expenses and loss arising from the infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder; but Eagle-Picher does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process; and Eagle-Picher shall defend or settle at its own expense any suit or proceeding brought against B-L for such infringement,

UNR 005943

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provided that Eagle-Picher is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by B-L for the defense or settlement thereof.

(8) DURATION

This agreement shall be operative for a period of three (3) years and shall continue indefinitely thereafter, subject to termination by either party at any time after one year subsequent to the date of executing hereof on giving the other party twelve (12) months' notice in writing.

In the event of termination, B-L shall purchase from Eagle-Picher at Eagle-Picher's cost suchcartons, bags and pails and steel drums bearing B-L's design which Eagle-Picher may have on hand at the effective date of such termination.

(9) ASSISTANCE TO BE FURNISHED BY EAGLE-PICHER

Eagle-Picher will furnish to B-L:

(a) such sales help and counsel as Eagle-Picher Sales and Engineering Departments may be equipped to afford.

(b) Standard size samples, free of charge, in packages which will be paid for by B-L, F.O.B., Joplin, Missouri.

(c) Such cartons, bags, and pails and steel drums, required for the packaging and shipping of the commodities covered by this agreement, such containers to bear B-L's design, which will be applied only on such containers furnished B-L, it being understood that B-L shall bear the cost of printing dies.

UNR 005944

004913

May 5, 1949

(10) ASSIGNS

This agreement shall not be assignable by either party unless the written consent of the other is first had and obtained.

(11) ENTIRE AGREEMENT

There is no understanding or agreement regarding this contract other than shown herein.

Executed in duplicate as of the day and year first above written.

ATTEST:

Asst. Secy.

THE EAGLE-PICHER SALES COMPANY

By C. B. Lynde

C. B. Lynde

ATTEST:

A. L. Bert
Secy-Treas

BIGELOW LIPTAK CORPORATION

By

V. Pres.

5-24-49

001314

UNR 005945

EXHIBIT A May 5, 1949

INSULATING CEMENT

Eagle-Picher Product Specification No. I-5 is a part of this specification. The following additional requirements shall be added to I-5 for Purchaser's Insulating Cement:

1. Under Paragraph 1, Product Name, "Purchaser's Insulating Cement" shall be substituted for "Eagle-Picher Super '66' Insulating Cement."
2. Under Paragraph 4, Patents, Trade Marks and Copyrights, omit parts a. and b. (Trade Marks for Eagle-Picher and "66"). Retain part c. (Pat.2237745.)
3. Under Paragraph 8, Preparation for Shipment, the following shall be substituted for paragraph 8:

A. Twenty-five (25) pound bag (U.S.A.)

1. Container shall be 3 ply (40-40-50 Kraft) bags, 20" x 35" tube size, secured with an 18 gauge soft wire loop bag tie.
2. Bags shall be printed on one face with printing in the type, color and layout as per approved design, containing the following informatic

a. Purchaser's Industrial Insulations for High Temperatures.

b. Insulating Cement.

c. Important - Read Instructions Carefully.

1. To mix Purchaser's Insulating Cement, add eleven (11) pounds (1-1/3 gallons) of CLEAN, FRESH water to five (5) pounds of dry cement. The cement will then be sufficiently wet to provide the correct adhesiveness for easy and immediate applicatio
2. Thoroughly clean all surfaces to be insulated.
3. For the first coat, apply the material by hand in spots approximately 4 inches apart, then fill in between the spots to evenly cover the surface.
4. Apply first coat 1/2 to 3/4 inches thick and allow to dry. Allow each coat to dry before applying next coat. The last coat can be trowelled to a smooth finish.

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UNR 005946

5. Heat should be provided in equipment, if possible, to enable insulation to dry faster and more uniformly.

6. Allow cement to dry thoroughly before applying protective coating.

d. Made under Patent 2,237,745.

e. Purchaser's name.

f. Purchaser's location.

g. 25 Pounds Net.

h. Made in U. S. A.

B. Fifty (50) Pound Bag (U.S.A.)

1. Container shall be 3 ply (40-40-50 Kraft) bags, 23-1/2" x 42" tube size, secured with an 18 gauge soft wire loop bag tie.

2. Bags shall be printed on one face with printing in the type, color and layout as per approved design, containing the following informatio

a. Purchaser's name for High Temperatures.

b. Insulating Cement

c. Important - Read Instructions Carefully.

1. To mix Purchaser's Insulating Cement, add eleven (11) pounds (1-1/3 gallons) of CLEAN, FRESH water to five (5) pounds of dry cement. The cement will then be sufficiently wet to provide the correct adhesiveness for easy and immediate application.

2. Thoroughly clean all surfaces to be insulated.

3. For the first coat, apply the material by hand in spots approximately 4 inches apart, then fill in between the spots to evenly cover the surface.

4. Apply first coat 1/2 to 3/4 inches thick and allow to dry. Allow each coat to dry before applying next coat. The last coat can be trowelled to a smooth finish.

5. Heat should be provided in equipment, if possible, to enable insulation to dry faster and more uniformly.

6. Allow cement to dry thoroughly before applying protective coati

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d. Made under Patent 2,237,745.

e. Purchaser's Name

f. Purchaser's Location

g. 50 Pounds Net

h. Made in U.S.A.

C. Canadian fifty (50) Pound Bag.

1. Containers shall be 3 ply (40-40-50 Kraft) bags, 23-1/2" x 42" tube size, secured with an 18 gauge soft wire bag tie.

2. Bags shall be printed on one face with printing in the type, colors and layout as per approved design, containing the following:

a. For Versatility Stickability Reclaimability.

b. Purchaser's 50 Insulating Cement.

c. A Superior Heat Insulation.

d. Purchaser's name

e. Purchaser's Location

f. Canada

g. Net Weight 50 Pounds.

h. Made in U.S.A.

D. A lot number shall be stamped on each container to permit complete manufacturing identification.

E. Bags shall be filled with the required net weight of material, secured with a soft wire loop bag tie then stored in a dry, protected location.

F. Purchaser's Insulating Cement shall be identified on the Bills of Lading as "Mineral Wool Cement."

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Exhibit A May 5, 1949

BLOCK INSULATION

Eagle-Picher Product Specification No. I-1 is a part of this specification. The following additional requirements shall be added to I-1 for "Purchaser".

1. Under paragraph 1, Product Name, "Purchaser's Block Insulation" shall be submitted for "Eagle-Picher Supertemp Block Insulation."
2. Under paragraph 4, Patents, Trade Marks and Copyrights, Omit parts a. and b. (Trade Marks for Eagle-Picher and Supertemp.)
3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for part b.

   b. All three standard size cartons shall be printed on 5 sides in the type, colors and layout as per approved design. The following information shall be printed on the front and back:

      1. Purchaser Industrial Insulations for High Temperatures.
      2. Block Insulation
      3. Purchaser's name and location.

   The following information shall be printed on both sides.

      1. Block Insulation.
      2. _____ Pieces
      3. Size _____
      4. Sq.ft._____
      5. Bd.ft._____
      6. Purchaser's name and location.

   The top shall be printed as follows:

      1. USE NO HOOKS
      2. KEEP DRY

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Exhibit A May 5, 1949

WOOL INSULATION

Eagle-Picher Product Specification No. H-2 is a part of this specification. The following additional requirements shall be added to H-2 for Purchaser's Loose Wool Insulation:

1. Under paragraph 1, Product Name, "Purchaser Loose Wool Insulation" shall be substituted for "Eagle-Picher Loose Mineral Wool (Type H-2).

2. Under paragraph 4, Patents, Trade Marks and Copyright, omit part a., (Trade Mark for Eagle.)

3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for paragraph 8:

   A. Containers shall be 2 ply, 50# Kraft paper bags, 24-1/2" x 51" tube size, with 8" bottom and bearing freight classification stamp.

   b. Bags shall be printed on one side with printing in the type, colors and layout as per approved design containing the following information:

      1. Purchaser's Industrial Insulations for High Temperatures.
      2. Loose Wool Insulation.
      3. 40 Pounds Net
      4. Purchaser's name
      5. Purchaser's location
      6. Made in U.S.A.

   c. A lot number shall be stamped on each container to permit complete manufacturing identification.

   d. Bags shall be filled with 40 lbs. of material net, secured with a soft wire loop bag tie then stored in a dry, protected location.

   e. Purchaser's Loose Wool Insulation shall be identified on Bills of Lading as "Mineral Wool - in bags".

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Exhibit A May 5, 1949

GRANULATED WOOL INSULATION

Eagle-Picher Product Specification No. H-1 is a part of this specification. The following additional requirements shall be added to H-1 for Purchaser's Granulated Wool Insulation:

1. Under paragraph 1, Product Name, "Purchaser's Granulated Wool Insulation" shall be substituted for "Eagle-Picher Home Insulation (Type H-1)."

2. Under paragraph 4, Patents, Trade Marks and Copyrights, omit part a., (Trade Mark for Eagle).

3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for paragraph 8:

   a. Containers shall be 2 ply, 50# Kraft paper bags, 24/1/2" x 51" tube size, with 8" bottom and bearing freight classification stamp.

   b. Bags shall be those designed for Purchase Loose Wool Insulation. The word "Loose" shall be neatly obliterated and the word "Granulated" stenciled above the obliteration. The bags shall contain the following information:

      1. Purchaser's Industrial Insulations for High Temperatures.
      2. Granulated Wool Insulation.
      3. 40 Pounds Net
      4. Purchaser's Name
      5. Purchaser's Location
      6. Made in U. S. A.

   c. A lot number shall be stamped on each container to permit complete manufacturing identification.

   d. Bags shall be filled with 40 lbs. of material net, secured with a soft wire loop tab tie then stored in a dry, protected location.

   e. Purchaser's Granulated Wool Insulation shall be identified on Bills of Lading as "Mineral Wool - in bags".

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Exhibit A May 5, 1949

INSULATION COATING

Eagle-Picher Product Specification No. I-2 is a part of this specification. The following additional requirements shall be added to I-2 for Purchaser's Insulation Coating:

1. Under paragraph 1, Product Name, "Purchaser's Insulation Coating" shall be substituted for "Eagle-Picher Insulseal".
2. Under paragraph 4, Patents, Trade Marks and Copyrights, omit parts a. and b. (Trade Marks for Eagle-Picher and Insulseal.)
3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for part b:

   b. Gummed labels as per approved design shall be applied to each container, and shall contain the following information:

      1. Insulation Coating.
      2. A Protective Coating for Insulation.
      3. Purchaser's Insulation Coating provides a tough, hard, weatherproof, fire resistant coating over surfaces and protects insulation from vibration and punctures. Seals insulation against air-infilteration and safeguards insulating efficiency.
      4. Recommended Temperature (Maximum) - 450°F. Recommended Thickness - 1/4" Wet.
      5. Purchaser's Insulation Coating is ready-mixed and should be applied with a trowel just as it comes from the container.
      6. Purchaser's Industrail Insulation (For High Temperatures).
      7. Purchaser's name.
      8. Purchaser's Location.

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May 5, 1949

E X H I B I T B

This Exhibit is a part of the Contract entered into the 5th day of May, 1949, by and between the Eagle-Picher Sales Company, a Delaware Corporation, hereinafter referred to as "Eagle-Picher", and the Bigelow-Liptak Corporation, a Michigan corporation, hereinafter referred to as "B-L".

As provided in Paragraph 4 of the Contract, Eagle-Picher's current standard Sales Specifications are attached hereto, and made a part hereof. These Specifications may be changed or modified by Eagle-Picher, from time to time, and such changes or modifications shall forwith be communicated to B-L.

(See price information on next following page.)

EXHIBIT B

Page 2.

YOUR CURRENT COST

ON MINERAL WOOL PRODUCTS, COATINGS

AND DIATOMACEOUS EARTH

May 5, 1949

PRODUCT	IDENTIFICATION SYMBOL	UNIT	C.L. FOB JOPLIN, MO.	L. C. L. FOB JOPLIN, MO.
Loose	B/L 2L	Ton	$33.00	$36.00
Granulated	B/L 7G	Ton	40.50	43.50
Blanket	B/L BKT	Sq.Ft.	65% off list.	64% off list.
Block	B/L 17B	Sq.Ft.	54% off list.	53% off list.
Blanket, P.C.	B/L 7P	Li.Ft.	63% off list.	62% off list.
Protective Coating	B/L IS			
Pail 50#		Ton	98.00	101.00
Drum 150#		Ton	94.00	97.00
Drum 300#		Ton	87.00	94.00
Drum 500#		Ton	76.00	79.00
Finishing Cement	B/L 3F	Ton	60.00	63.00
Insulating Cement	B/L 6I	Ton	78.50	81.50
H. T. Cement	B/L 11	Ton	65.00	68.00
Fiberous Adhesive	B/L FH	Pail*		2.80
	FOB CLEVELAND**			
Boiler Wall Coating	B/L SC			
50# Pail		Ton		107.00
150# Drum		Ton		100.00
300# Drum		Ton		90.00
500# Drum		Ton		85.00
	FOB CLARKE, NEV.			
DE Fill, Coarse Natural		Ton	32.50	#
DE Fill, Fine Natural		Ton	34.50	#
DE Fill, Cal. Agg.		Ton	50.00	#
Fireproofing Cement			--	--
Fireproofing Finish			--	--

* 5 Gal. - Wgt. Gross 63½ lbs.

\# Obtain Special Price From Cincinnati.

** Also Available Kansas City at Same Price.

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May 5, 1949

M I N E R A L W O O L F R E I G H T R A T E S

JOPLIN, MO. TO:	WOOL		BLANKET		BLOCK		CEMENT		COATING	
	C. L.	L.C.L.	C. L.	L.C.L.	C. L.	L.C.L.	C. L.	L.C.L.	C.L.	L.C.L.
Portland, Me.*	$1.29	$4.40	$1.29	$3.08	$1.34	$3.08	$1.29	$2.43	$1.16	$2.43
Boston, Mass.*	1.24	4.26	1.24	2.99	1.29	2.99	1.24	2.34	1.14	2.34
New York, N.Y.*	1.18	4.03	1.18	2.81	1.23	2.81	1.18	2.23	1.08	2.23
Pittsburgh, Pa.*	.95	3.13	.95	2.19	1.00	2.19	.95	1.71	.88	1.71
Jacksonville,Fla.*	1.19	3.03	1.19	2.39	1.19	2.39	1.30	1.79	.88	1.79
Cleveland,O.*	.90	2.98	.90	2.09	.94	2.09	.90	1.64	.83	1.64
Detroit,Mich.*	.88	2.86	.88	2.00	.90	2.00	.88	1.58	.80	1.58
Indianapolis,Ind.*	.75	2.45	.75	1.71	.78	1.71	.75	1.35	.69	1.35
Des Moines,Iowa *	.59	1.96	.59	1.38	.59	1.38	.43	1.08	.43	1.08
St. Louis, Mo. **	.56	1.42	.56	1.00	.56	1.00	.24	.78	.42	.78
New Orleans, La.***	.98	3.29	.98	2.30	.98	2.30	.98	1.81	.72	1.81
Okalhoma City,Ok.***	.55	1.82	.55	1.28	.55	1.28	.55	1.00	.41	1.00
Dallas, Tex.***	.66	2.21	.66	1.55	.66	1.55	.66	1.22	.48	1.22
Denver, Colo.***	.94	3.12	.94	2.17	.94	2.17	.60	1.72	.67	1.72
Seattle,Wash.*** also same for San Francisco.***	1.80 Min.30M 2.00 Min.24M	4.58	1.80 Min.30M 2.00 Min.24M	4.58	1.80 Min.30M 2.00 Min.24M	4.58	1.58	4.37	1.57 Min.40M	3.58

(Continued)

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MINERAL WOOL FREIGHT RATES (CONT.)

* - To these rates an Emergency Charge of 5% will be added plus 3% Transportation tax.

** - No Emergency Tax--only 3% Transportation Tax.

*** - To these rates an Emergency Charge of 4% will be added plus 3% Transportation Tax.

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