



DEF DOC PLAN  
DEPPW

# PLANT ASBESTOS COMPANY

ENGINEERS • CONTRACTORS

1300 - 64th STREET • EMERYVILLE 8, CALIFORNIA • 654-7363

~~XX~~

September 28, 1966

INDUSTRIAL PRODUCTS

SEP 30 1966

Mr. F. A. Nordstrom, General Manager  
Pabco Industrial Products Division  
Fibreboard Paper Products Corporation  
475 Brannan Street  
San Francisco, California 94119

Re: Humble Oil and Refining Company  
Benecia, California  
C. F. Braun and Company

1701393

Gentlemen:

Pursuant to our recent discussions relative to the subject forthcoming job, we are happy to supply some information about our company which we hope you will incorporate into a joint presentation by both your company and ours to be given to the C. F. Braun Company as a preliminary requisite to placement on their Bidders List for INSULATION.

As you know, we have been your Engineering Service Unit since 1948. Our company was incorporated in 1937 originally as the Asbestos Company of California and when we became your Franchised Distributor/Applicator we changed the name to its present one.

Our Annual Contracting Business this year will run over \$3 million dollars and we employ an average of 100-150 Asbestos Workers. This work force, of course, is subject to some fluctuation according to job peaks and valleys.

For your confidential use we attach herewith a copy of our most recent Certified Balance Sheet reflecting our condition on December 31, 1965, and as prepared by the John F. Forbes and Company, Auditors and Certified Public Accountants. Prior to the initiation of this work we will have our 1966 Balance Sheet available and will be happy to forward a copy to you.

Our offices and warehouse, located in the East Bay, are considerably closer to the Benecia jobsite than others in San Francisco. The proximity of your factory to our warehouse and to the jobsite is assuredly closer than any other and will provide delivery unmatched by anyone else. In our warehouse also are large stocks of Industrial Insulation Accessories, such as Foster Mastics and Adhesives, Metal and Aluminum Strapping and Jacketing, Cements, Coatings, etc. We also represent the manufacturer directly, or have access to other types of insulations such as fibrous glass, mineral wool, cellular glass, poly-urethanes, poly-styrenes, cork, and others. Adjacent to our warehouse is our completely equipped Fabrication Shop where special Fittings, Lags, Shapes, and Covers of all kinds can be made up. Truck time to Benecia from our shop is roughly one-half hour.

PIF's EX 5  
MARJORIE FORMAN, N.P.  
WIT *Holmes*  
DATE 27 3 87

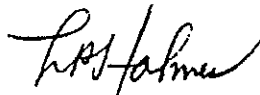
\* // Over the past decade we have performed a major portion of the Industrial Oil Refinery Insulation jobs in this area. We list below some of the more prominent jobs. There are dozens of others which we will supply on request. Our Net Worth and Financial condition are such that we have not been requested to furnish a Bond on any of these jobs. "

Project Name and Location	Contract with	Approximate Final Contract
1. Fluid Coker - Tidewater Oil Company Avon Refinery, Martinez, California	Bechtel	\$ 450,000.00
2. Isocracker - Tidewater Oil Company Avon Refinery, Martinez, California	Bechtel	\$ 250,000.00
3. Catalytic Reformer - Standard Oil Co. Richmond Refinery, Richmond, California	Bechtel	\$ 175,000.00
4. Biodegradable Detergent Plant Standard Oil Company Richmond Refinery, Richmond, California	Owner	\$ 125,000.00
5. Isomax Complex - Reactors and Misc. Equipment, Standard Oil Company Richmond Refinery, Richmond, California	Owner	\$ 200,000.00
6. Off-Plot Facilities, Shell Oil Company Martinez, California	Parsons	\$ 150,000.00
7. Sequoia Refining Corporation Hercules, California	Fluor	\$ 250,000.00

As you know, we recently submitted a quotation to C. F. Braun and Company for the Insulation Work on their job at Shell Oil Company's Martinez Refinery, but were unsuccessful on the work. Our bid was over \$750,000.00. We will be happy to furnish anything additional that may be required to qualify our company to bid on the subject job and we trust that you will be able to place our name on the Bidders List.

Very truly yours,

PLANT ASBESTOS COMPANY

  
L. P. Holmes  
President

LPH:di  
encl.

8751394



# PLANT INSULATION COMPANY

ENGINEERS • CONTRACTORS

P. O. Box 8648

1300 - 64th STREET • EMERYVILLE, CALIFORNIA 94662 • (415) 654-7363  
Contractor's License #49592

002544

DEFD/C/PLAN

## A BRIEF HISTORY OF PLANT INSULATION COMPANY

A Corporation known as ~~Asbestos~~ **Company** of California was incorporated in the State of California on the 23rd day of March 1937. The company sold boiler room supplies, rubber goods, belting, hose, gaskets, and ~~some insulating~~ materials. The company was extremely small with average total material sales per year from the date of incorporation in '37 until '48 of \$125,000 per year, which \$2,900 were average total sales per year to the Government of all commodities the company handled.

On February 3, 1948 the Articles of Incorporation were amended to change the name of the corporation to "~~Plant~~ **Asbestos Company**" because the Corporation had effected an agreement with Plant Rubber and Asbestos Works, a California Corporation wholly owned by The Paraffine Companies, Inc, to become their exclusive Northern California distributor and contract applicator of the "Plant" Brand of insulation materials, later changed to the "Pabco" brand.

Plant Rubber and Asbestos Works was the manufacturer of the "Plant"(Pabco) brand of insulation materials, as well as a contract applicator of their own materials. It was because they decided to divest themselves of contract applications that they effected the transaction with the ~~Asbestos~~ **Company** of California in 1948.

Plant Rubber and Asbestos Works was dissolved and liquidated about this time. Their Emeryville, California factory which manufactured insulation materials was sold to Pabco Products, Inc. a subsidiary of Fibreboard Paper Products Corporation. Plant Rubber and Asbestos Works also owned a factory in San Francisco which manufactured mechanical packings, rubber specialty items, and low temperature insulations. This factory was sold to several former employees of Plant Rubber and Asbestos Works who formed a new company called ~~Sacramento Manufacturing Company~~ during ~~the same~~ period.

Plant Asbestos Company, formerly the Asbestos Company of California, was never in the manufacturing business, has never manufactured anything since their inception, and in no way has ever had a financial connection with Plant Rubber and Asbestos Works, with Pabco Products, Fibreboard Paper Products, <sup>Pfex</sup> or their successors.

MARJORIE FORMAN, N.P.  
WIT Holmes  
DATE 7-7-89 3

A copy of the 1948 Announcement and of the Liquidation and Dissolution papers of Plant Rubber and Asbestos Works are attached.

cc

EXHIBIT "A"

PAGE TWO

In addition, on February 3, 1948, Plant Asbestos Company signed an exclusive contract with The Paraffine Companies, Inc., parent of Pabco Products, Inc. to sell and contract insulation work using the Pabco brand of insulating materials. The contract specifically defined the sales territory of Plant Asbestos Company, provided that Plant confine their sales effort to Pabco Brand exclusively, and further provided that the Paraffine Companies, Inc. will ~~sell directly~~ and not through Plant Asbestos Company, the U. S. Government, Railroads, Export Business, and Equipment Accounts.

Plant Asbestos Company was assigned the trademark and logo "PLANT" written within a small maltese cross which was felt to be a trade help associated with Pabco products.

A separate agreement was negotiated with other principals for the formation of a new corporation in Southern California whose name would be Plant Insulation Company. This new corporation purchased the stock and contract business of the dissolving Plant Rubber and Asbestos Works and signed a separate exclusive sales contract for Southern California.

Plant Asbestos Company issued a free license for the trademark "PLANT" to Plant Insulation Company.

On January 1, 1957, Plant Insulation Co. in Los Angeles signed a distribution contract with Johns-Manville, a direct competitor of Fibreboard Paper Corporation's Pabco Products, Inc, and agreed to become J-M's exclusive Distributor/Contractor in Southern California. So that there would be no conflict between the name "Plant", long associated with Pabco's products, and Johns-Manville's line of insulating materials, Plant Insulation Company changed their corporate name on the same date to Thorpe Insulation Company and ceased to handle Pabco products.

The owners of Plant Insulation Company, in Los Angeles, at the time they changed their corporate name to Thorpe Insulation Company, did form a new corporation known as Plant Insulation Company but which, as a corporation, never transacted any further business. They continued to control the name.

In 1973, and inasmuch as they had not handled products containing asbestos for some years prior, Plant Asbestos Company asked the owners of Thorpe Insulation Company in Los Angeles to transfer to them the name Plant Insulation Company. This was accomplished and Plant Insulation Company immediately changed their name to its present identification.

  
L. P. Holmes - President

PLANT ASBESTOS COMPANY  
 ACCOUNTS RECEIVABLE  
 JANUARY 31 1950

EXHIBIT A

	PAST DUE 1-30	PAST DUE 30-60	PAST DUE 60 & OVER
AGUE METAL PRODUCTS	72.00		
ADVANCE PUMP CO.	19.77		
ALLEN & ALLEN	234.17		
ALTA CALIFORNIA DAIRIES INC.	17.92	52	
AMERICAN CLEANERS	120.00	120.00	
AMERICAN-HAWAIIAN STEAMSHIP CO.	544.84		
C. M. ANDERSON	61.00		
ANDRAKIN SUPPLY COMPANY	3,124.55	1,428.75	
BEO. W. ANNEHEAU	28.39		
BRAIAN AMERICAN OIL CO.	41.26		
BRUOUR COMPANY	2.79		
BRUSTRONG CONK CO.	271.24		
BROLD ASHLEY - PLUMBING	27.06		
ASSOCIATED ELECTRIC & MECH. CO.	300.00		
ATLAS HEATING & VENTILATING CO.	565.50		
ATLAS IMPERIAL DIESEL ENGINE CO.	345.00	12.21	
AVOSET INC.	.72		
AXER & HAMILTON	487.11		
AXER-NEWMAN CO.	48.02		
AYTA-CARBONA IRRIGATION DISTRICT	26.59		
F. BARNICKOL - PUMPS	5.95		
BARON-GRAY PACKING CO.	102.41		
BARTH	8.56		
BELT ROCK COMPANY	66.78		
BASIC VEGETABLE PRODUCTS	119.29		
BIRAY BAXTER-GENERAL CONTRACTOR	8.81		
BY CITY SANITARY RAG CO.	46.67	8.81	
BYLIN SHEET METAL WORKS	1.12		
BYST FOODS INC.	5.75		
BYTHEM STEEL CO.	57.25		
BYTHEM-PACIFIC COAST STEEL	198.48		
BYNK M. BOOTH PLUMBING & HEATING	162.00		
BYDEN DAIRY DELIVERY - S.F.	29.99		
BYSEN BROS. LAUNDRY	3.63		
BYSTRUM-GARNER SHEET METAL CO.	9.94		
BYC. BRAUN CO.	47.22		
BYC. BRAUN CO.	47.22		

P/B  
 MARJORIE FORMAN  
 WIT  
 DATE 2-12-50

BROUQUAN COMPANY INC.	4224		
BROWN BROS. WELDING CO.	518		
CALIFORNIA CARD MANUFACTURING CO.	129		
CALIFORNIA DEHYDRATOR CO.	1751		
CALIFORNIA & HAWAIIAN SUGAR REFINING CORP.	10321		
CALIFORNIA LAUNDRY EQUIPMENT CO.	2994		
CALIFORNIA PRESS MANUFACTURING CO.	3265	9.90	
CALIFORNIA PRUNE & APRICOT GROWERS ASSN.	3364		
CALIFORNIA SALES CO.	3625		
CALIFORNIA STEAM & PLUMBING	3268		
CALIFORNIA WATER SERVICE CO.	229		
CAMP & COMPANY	2000		
CARNATION COMPANY - L.A.	1784		
CARNATION COMPANY - OAKLAND	20569		
CARPENTER	60188		
CASH SALES	52157		
CATALINA PLUMBING & HEATING CO.	510000	1,000.00	2,100.00
AW H.	9573		
CENTRAL SUPPLY CO.	1715		
J. CRIBBUCK CO.	8208		
LAUS SHEET METAL	1020		
LEARNERS EXCHANGE	4446	44.46	
DAST PIPE & SUPPLY CO.	55950		
DEN MANUFACTURING CO.	5849		
DELGATE-PALMOLIVE-PEET CO.	4940		
DURBIA MACHINE WORKS	383		
CONSOLIDATED WESTERN STEEL CORP.	3145		
CONSOLIDATED CHEMICAL INDUSTRIES INC.	1,21700		
CONSUMERS ICE CO.	4297	20.81	
A. CORNELI INC.	1249		
CRY & JOSLIN INC.	1,000.00		
DAUER COMPANY	2429		
DAVE CO.	3000		
DAVE BROTHERS	1,335.30		
DANSTON BROS. HARDWARE	4797	110.00	750.00
S. CROCKER CO.	24745		
DEWLEY COMPANY	52900		
DEW ZELLERBACH CORP.	3039		
DEWIS LANDING HARDWARE CO.	955		
DEYAL ICE & GOLD STORAGE CO.	5995		
DELOPS IRON WORKS	54400		
D & S PLUMBING & APPLIANCE CO.	16750		167.50
DELMAN CO.	20448		

LANT ASBESTOS COMPANY  
 ACCOUNTS RECEIVABLE  
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 PAGE 2.

JARCOID CO.  
 SALES WHOLESALE  
 ATION FOUNTAIN SERVICE  
 TCKER ELECTRIC CO.  
 E ENGINEERING CO.  
 LTA EQUIPMENT CO.  
 LUXE CLEANERS  
 L MONTE MEAT COMPANY  
 R. DETENDING CO.  
 AMOND HEATING & SHEET METAL WORKS  
 EWART DICKSON CO.  
 RRY DOYLE  
 E DOW CHEMICAL COMPANY  
 NHAM CARRISGAN & HAYDEN CO.  
 TTON INSULATION COMPANY

289.62  
 3,563.65  
 24.00

289.62  
 3,563.65  
 24.00

2.08  
 2,127.00

415.00  
 19.80  
 12.50  
 40.04  
 5.81  
 2.08  
 2,222.21  
 3.14  
 8.54  
 34.80  
 18.11  
 22.89

PAST DUE  
1-30

PAST DUE  
30-60

PAST DUE  
60 & OVER

244.00--3  
 235.97--4

GENERAL MACHINERY & SUPPLY CO. 1240  
 GENERAL MILLS INC. 15340  
 KENLINGER STEEL & SUPPLY CO. 15792  
 J. GHIRARDELLI 1571  
 J. GIBBS SONS 15139  
 HILMORE AIR CONDITIONING SERVICE 500.00  
 HILMORE MORGAN & CO. 146.60  
 HASS CONTAINERS INC. 111.76  
 HILDEN STATE COMPANY LTD. - FRESNO 26.35  
 HILDEN STATE COMPANY LTD. - GRIDLEY 1.68  
 HILDEN STATE COMPANY LTD. - LEWIS 10.81  
 HILDEN STATE COMPANY LTD. - LEWIS 22.78  
 HILDEN STATE COMPANY LTD. - LOLETA 19.65  
 HILDEN STATE COMPANY LTD. - LOS BANOS 38.42  
 HILDEN STATE COMPANY LTD. - NEWMAN 31.93  
 HILDEN STATE COMPANY LTD. - ORLAND 48.45  
 HILDEN STATE COMPANY LTD. - SACRAMENTO 58.69  
 HILDEN STATE COMPANY LTD. - S.F. - BATTERY ST 16.85  
 HILDEN STATE COMPANY LTD. - S.F. - GUERRERO ST 29.36  
 HILDEN VALLEY CREAMERY CO. 250.00  
 H. P. GOSS COMPANY 178.50  
 HACE LINES 17.60  
 HICKEY HEATING & PLUMBING 82.47  
 HILBERTSON'S SONS 17.96  
 HILLEN STEAM LAUNDRY 36.35  
 HINNELL COMPANY 35.20  
 HANK GROVES CO. 61.15  
 HILTON CLEANERS 7.14  
 H.S. J. HAMMER MACHINE CO. 54.87  
 HILLEN MACHINE & SUPPLY CO. 16.65  
 HILSON SUPPLY CO. 626.02  
 HILSON HEALTH HOME 1.03  
 HILSON & NETTLES 13.19  
 HILSON SAW & TOOL CO. 29.51  
 HILSON EQUIPMENT CO. 13.75  
 HILSON COMPANY 149.69  
 HILSON BROS. CO. INC. 20.32  
 HILSON CO. 7.75  
 HILSON POWDER CO. 245.42  
 HILSON HICKY SONS INC. 94.04  
 HILSON BROS. COFFEE CO. .35  
 HILSON CHEMICAL CO. 4.45  
 HILSON HARDWARE CO. 1.35  
 HILSON DAIRY 11.01  
 HILSON BAKERY 146.22  
 HILSON MACHINE WORKS 120.31

6.34

500.00

31.95

17.60

36.35

16.65

93.87

13.19 --3



ANTI ASBESTOS COMPANY  
 ACCOUNTS RECEIVABLE  
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 PAGE 3.

		PAST DUE 1-30	PAST DUE 30-60	PAST DUE 60 & OVER
ANK HUDSON	1,500.00			
ABOLDT CREWMENT ASSOCIATION	25.12			
INSULATION CONTRACTORS OF CALIFORNIA	395.62	395.62		
INDUSTRIAL INSULATION CORP.	295.06			
INTERNATIONAL MINERAL & CHEMICAL CO.	76.74			
MIN STEEL CONTRACTING CO.	8.52			
INSULATION PUMP & ELECTRIC WORKS	11.55		11.55	
IRGE C. JACOBS CO.	110.54			
T. JOHNSON COMPANY	174.24			
DAN SUPPLY CO.	1,531.80	167.10		
SEER ALUMINUM & CHEMICAL CORP.	224.54			
WELDERS WELDING WORKS	226.35	226.35		
R STEAMSHIP COMPANY	71.68			
IRGE W. KNEASS	2.22			
PSCHILDO DEHYDRATOR CO.	31.80		31.80	
J. KRUSE CO.	6,587.00			
J HARDWARE CO.	12.01			
MARGE FRENCH LAUNDRY	14.47			
ESIDE HARDWARE	7.08			
SON & CARDOZA	1.39			
REN PUMP & MOTOR WORKS	2.81			
L. LEFORT COMPANY	29.60			
ENC	10.50			
S CLEANERS	1.93			
L. LITTLE BURNER CO.	431.70	90.00		
LE HEATING & SHEET METAL CO.	90.00	15.25		
Y LOGAN SUPPLY CO.	18.85			
ACRE & PAUL	530.00	530.00		
BELL LAMBER CO.	75.36			

JACKSONS - SAN MATEO	3716.35	976.03	2040.32	
RALPH E. WARNS CO.	311.00	311.00		
COUNTY OF MARIN	845.72	382.67		
MARIN MUNICIPAL WATERWORKS	-0-			
MARINE MAGNESIUM PRODUCTS CO.	58.61			
MARINE MEMORIAL CLUB	19.88			
MARINE SPECIALTY MILL SUPPLY CO.	668.17			
J. MARIE MARTIN CO.	628.16			
J. W. MARWEDL	4.17			
MATSON NAVIGATION CO.	45.20			
MATTHEISEN PLUMBING SERVICE	15.72			
MAYFAIR PACKING CO.	25.87			
L. C. McDONALD CO.	207.30			
RED WEISWINKEL	7.13			
GEORGE L. MESSICK CO.	36.45			
ETAL & THEBMIT CORP.	14.75			
H. MEYER	51.80			
MILK PRODUCERS ASSN. OF CENTRAL CALIF.	11.49			
MILLER & STERN TOOL SUPPLY CO.	5.94			
MINTHAM & STAUFFACHER	12.79			
MONROE COMPANY CO.	266.00			
M. C. MOORE & CO. ENGINEERS	11.10			
DORE DRY DUCK CO.	989.96			
DORE-MCCORMACK LINES INC.	638.44			
B. WILDOON CO.	673.37	7.24	252.57	100.80 --3 43.80 --4
ULVAEY'S PLUMBING SHOP	1.62			
UNDET CORK CO.	14.72			
UTUAL ENGINEERING CO.	108.00			108.00
ATIONAL ICE & COLD STORAGE CO.	15.71			
ATOMAS COMPANY	7.59	7.59		
AMES A. NELSON CO.	1,295.16	22.71		
EW METHOD LAUNDRY	22.71	22.71		
ICHOLS HARDWARE CO.	67.94	67.94		
AKLAND PLUMBING SUPPLY CO.	358.50			
DEAN SHORE IRON WORKS	45.00			
DAYS CLEANERS	7.18			
LIVE PRODUCTS CO.	20.75			
WARA & STEWART	3,729.65			
RLAND STEAM LAUNDRY	3.24	3.24		
RENS-CORNING FIBREGLAS CORP.	37.91			
ACIFIC ARGENTINE BRAZIL LINES	111.55			
ACIFIC COAST BOILER & TANK CO.	34.00			
ACIFIC ELECTRIC MFG. CORP.	25.95			
ACIFIC FAR EAST LINES	181.35			

LANT ASBESTOS COMPANY  
 ACCOUNTS RECEIVABLE  
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 PAGE 5.

		PAST DUE 1-30	PAST DUE 30-60	PAST DUE 60 & OVER
SPECIALIZED INSTRUMENTS CORP.	5756			
STANDARD OIL COMPANY OF CALIF.	2892.70			
SANFORD LAUNDRY	6.75		6.75	
SANFORD UNIVERSITY HOSPITAL	165.00			
SANSLAUS IMPLEMENT & HARDWARE	212			
SAR ICE CREAM & BUTTER CO.	2.14			
STATE DIVISION OF ARCHITECTURE	49.91			
WARD OF STATE HARBOR COMMISSIONERS	14.05			
STEPHENSON	15.37			
WIDEN & CHRISTENSON CO.	235.41			
WINCHESTER CHEMICAL CO.	9.98			
WISCONSIN WATERHEATER CO.	27.52			
WISCONSIN PLUMBING CO.	300.00			
WIT & COMPANY	562.72			
WINTERBORN & WALBERG CO.	1,700.05			
WACO ENGINEERS	64.25	64.25		
WY-HOLBROOK	2,758.85	51.60		
WYLLIAMS TAYLOR	283.52			
WYLLIAMS & SON INC.	72.17			
XEROX INC.	3,292.89			
YACHT WATER ASSOCIATED OIL CO.	1,771.2			
YACHTS-BAY INDUSTRIES SHIP SERVICE	85.457		2.82	
YANSPACIFIC TRANSPORTATION CO.	121.58			
YANTRON IRON & MACHINE WORKS	43.91			
YANTRON HARDWARE - MODESTO	4.09			
YANTRON HARDWARE COMPANY - STOCKTON	11.47	11.47		
YAH VALLEY CREAMERY	.84			
YALON ICE COMPANY	42.00			
YALON OIL COMPANY	1,270.87			
YALON SUGAR COMPANY	34.36			
YALON AIR LINES	657.38			
YALON ENGINEERS & CONSTRUCTORS INC.	2,500.00			
YALON STATES GOVERNMENT	71.16			
YALON TELEPHONE	6.77		6.77	

VALLEY FEED & FUEL COMPANY  
 VALLEY FORD CREAMERIES INC.  
 VAN VORHIES PHINNEY CO.  
 VICTOR EQUIPMENT CO.

WARBURTONS HEATING & PLUMBING  
 EDWARD B. WARD CO.  
 DEL. F. WEBB CONSTRUCTION CO.  
 WEEKS HARDWARE  
 WEST COAST LAUNDRY MACHINERY CO.  
 WESTCO PUMP SALES CO.  
 WESTERN ASBESTOS CO.  
 WESTERN DAIRY PRODUCTS INC.  
 WESTERN ELECTRIC COMPANY  
 WESTERN FIBERGLAS SUPPLY  
 WESTERN PLUMBING & HEATING CO.  
 WILLIAMS & RUSSO  
 WILLIAMS STEAM LAUNDRY  
 WILLITS LAUNDRY & DRY CLEANERS  
 WINDSOR FUEL CO.  
 HAROLD L. WINTER CO.  
 WOODLAND ICE & BOTTLING WORKS  
 WYATT HARDWARE CO.  
 WYATT HARDWARE CO.

A. R. ZACHER CO. INC.  
 M. ZELEGAS

DURANT INSULATED PIPE CO.

	1.33			
	32.88			
	1.50			
		22.50		
	22.50			
	300.00			
	287.40			
	62.95			
	3.05	3.05		
	27.00			
	381.20			
	262.42		52.13	
	745.50			
	42.97			
	300.00			
	98.58			
	5.97			5.97
	30.83	30.83		
	51.66			
	100.00	100.00		
	7.50			
	40.21			
	14.65			
	106.20			
	52.00			
	1,433.46	806.01		
114,767 D1 **		13,144.24 T	11,271.70 T	3,592.62 T

PLEADGETT EXHIBIT	B	FOR I. O.
WITNESS	H. G. M.	
DATE	7/13/83	
MIKE GARY, REPORTER/MOTARY		

PABCO AGREEMENT  
 PLANT ENGINEERING SERVICE UNIT

THIS AGREEMENT made and entered into this 3rd day of February, 1948  
 The Paraffine Companies, Inc.  
 and between PLANT RUBBER & ASBESTOS WORKS having its principal place of business in San Francisco  
 California, hereinafter referred to as Seller, and Plant Asbestos Company  
 , having a place of business at 941-16th St.  
 San Francisco, California  
 hereinafter referred to as Buyer.

WITNESSETH:

WHEREAS, the Seller is a manufacturer and/or supplier of the products hereinafter describe  
 PABCO  
 and the Buyer desires to become a PLANT ENGINEERING SERVICE UNIT with respect to such product

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. DEFINITION. A ~~PLANT~~ <sup>PABCO</sup> ENGINEERING SERVICE UNIT is defined as follows: A corporate partnership, or proprietorship, actively engaged in the business of insulation contracting and/or distributin

- (a) who maintains adequate offices, warehouses, and stocks of products covered by this agreement; and
- (b) who performs functional services through an adequate and competent sales and engineering organization in the interest of the products covered by this agreement, and in a manner satisfactory to the Seller; and
- (c) who uses all reasonable and reasonably continuous efforts and endeavors to sell the products covered by this agreement, to meet the needs of its customers, and to establish and continuously supply as large market therefor as it reasonably can.

II. APPOINTMENT. In consideration of the Buyer's desire, ability, and willingness to cooperatively and continuously, throughout the life of this agreement, qualify as a PLANT ENGINEERING SERVICE UNIT the Seller hereby appoints the Buyer a PLANT ENGINEERING SERVICE UNIT, entitled to all the rights and privileges herein provided. The Seller will cooperatively and continuously, throughout the life of this agreement, place the strongest support deemed practical by the Seller behind the efforts of the Buyer with respect to functions covered by this agreement.

III. PRODUCTS. The products covered by this agreement are set forth in "Exhibit A," attached hereto. The Buyer agrees to buy his entire requirements of such products from the Seller during the life of this agreement.

IV. TERRITORY. The Seller grants to the Buyer sales rights with respect to the products covered by this agreement, in such area, and under such specific conditions as are set forth in "Exhibit B," attached hereto.

The Buyer will sell and/or deliver the products covered by this agreement, only within that territory covered by this agreement, unless permission shall first have been obtained in writing from the Seller.

V. PRICES, TERMS OF DELIVERY AND PAYMENT. The Seller hereby grants to the Buyer continuously throughout the life of this agreement, its best current PLANT ENGINEERING SERVICE UNIT price terms and conditions of sale, as applicable to the territory involved, and as issued in writing from time to time by the Seller, and the Buyer agrees to pay such prices under such terms and conditions for all products purchased by it hereunder.

PLS EX  
 MARJORIE FORMAN, N.P.  
 WIT Holmes  
 DATE 7-13-83

EXHIBIT B

VI. PRICE PROTECTION. Should the Seller's applicable PLANT ENGINEERING SERVICE UNIT prices, terms and conditions of sale, be changed to a more or less favorable basis, then Buyer will be protected to the extent set forth in "Exhibit C," attached hereto.

VII. FINANCIAL RESPONSIBILITY. In the event that either party be adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or should a permanent receiver be appointed to administer its affairs, then this agreement shall cease and terminate.

The acceptance of all orders placed with the Seller hereunder, by the Buyer, shall be subject to approval by the Credit Department of the Seller at the time of the receipt thereof.

VIII. TRANSFER. This agreement is personal to the Buyer, and is non-transferable and non-assignable by act of the Buyer or by operation of law, except upon the written consent of the Seller.

IX. OBLIGATIONS. Neither party to this agreement shall be held responsible for failure to meet its obligations under this agreement if prevented by reasons beyond its control, including acts of God, governmental orders or regulations, wars, invasions, riots, strikes, fires, accidents, transportation delays, embargoes, or car shortages.

X. TERMINATION. This agreement will continue in effect for an indefinite period, subject to termination, however, by either party giving to the other party not less than ninety (90) days notice in writing of termination which notice may be given at any time during the existence of this agreement.

XI. EFFECTIVE. This agreement shall become effective only when countersigned at the Seller's General Office at San Francisco.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed on the date first above written.

THE PARAFFINE COMPANIES, INC.  
PLANT RUBBER & ASBESTOS WORKS\*

By J. G. Voiles  
J. G. Voiles, Regional Manager

Plant Asbestos Company  
(Buyer)

By.....

Countersigned: Feb 3rd, 1948

THE PARAFFINE COMPANIES, INC.  
PLANT RUBBER & ASBESTOS WORKS\*

(General Office)

By R.H. Chase  
Manager, Insulation Division

EXHIBIT "A"

(Clause numbered III)

PRODUCTS

Pabco PRECISION MOLDED 85% Magnesia Insulation and Prasco  
High Temperature Insulation.

*gcu*

## EXHIBIT "B"

(Clause numbered IV)

### TERRITORY

Exclusive "applied contract" and "material only" sales rights in:

all that area in the state of California north of and including the counties of Monterey, Kings and Tulare, except the counties of Inyo and Mono. A further exception is that the Plant Insulation Company, Los Angeles, shall have co-rights in Kings County, and that portion of Fresno County south of and including the town of Oilfields and that portion of Monterey County south of and including the town of King City.

Washoe County in the state of Nevada.

#### Exceptions:

1. Seller reserves exclusive "material only" sales rights with respect to United States Government business, bid and awarded at Washington, D. C., regardless of point of delivery.
2. Seller reserves exclusive "material only" sales rights with respect to
  - (a) Railroads
  - (b) Export business
  - (c) Equipment accounts
3. The word "exclusive" as used above is subject to Seller's right to work and sell anywhere in the interest of the Pabco Engineering Service Unit in whose territory the application and/or delivery is to be made, or delegate such right to an accredited representation of any Pabco Engineering Service Unit.

Specifically, this exception strengthens and implements the principle that the location of application and/or delivery is the controlling factor of Pabco Engineering Service Units' sales rights, thus insuring practical protection.

The Seller (factory) will not violate the principles of Pabco Engineering Service Unit agreements; but by this exception reserves the right to control and, direct or by delegation, to co-operatively do sales or engineering work anywhere in the interest of the Pabco Engineering Service Unit in whose territory the delivery and/or application may occur.

This all ties in with the constructive basic principle covered by Clause IV, Paragraph 2, of this agreement. Since Seller's

7/11.