

cc. Kent M.

MARCH 14, 1980

RAPIAX 10: W. MOORE  
GIANT YELLOWSTONE - E-  
YELLOWKNIFE, N.J.T.

RE: GIANT BAGHOUSE DUST

KOPPERS' PEOPLE WERE IN THE OFFICE ON MARCH 13TH AND WE WERE ABLE TO COME TO A GENERAL AGREEMENT WITH THEM ON A CONTRACT COVERING THE PURCHASE AND SALE OF GIANT BAGHOUSE DUST.

WE USED THE CONTRACT DRAFT, A COPY OF WHICH I RAPIAXED TO YOU ON MARCH 10TH AS A BASIS FOR DISCUSSION AND WE WERE ABLE TO ARRIVE AT AN AGREEMENT WITH ONLY A FEW CHANGES.

ONE ITEM WHICH WAS CHANGED WAS THE  $AS_2O_3$  ASSAY PROVIDED IN CLAUSE 2 "MATERIAL" AS FOLLOWS:

"... HAVING THE FOLLOWING TYPICAL ANALYSIS, DRY

BASIS:

$AS_2O_3$	90% (MINIMUM 85%)
FE	2%

..."

BILL, IN LIGHT OF THE TYPICAL ASSAY OF 90%  $AS_2O_3$  AND A GUARANTEED MINIMUM OF 85%  $AS_2O_3$ , CAN YOU ADVISE TODAY BY RETURN TELETYPE, WHAT WOULD BE REALISTIC LEVELS OF PRODUCTION OVER THE TIME PERIODS PROVIDED FOR IN CLAUSE 4.

WE HAD ORIGINALLY USED A FIGURE OF 3500 SDT AND STIPULATED THAT KOPPERS SHOULD TAKE ALL EXCESS PRODUCTION UP TO 5000 SDT. KOPPERS DID NOT AGREE TO THIS AND