PLAINTIFF'S EXHIBIT

SUN-98

PROFESSIONAL SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY	TELEPHONE NUMBER	CONTRACT NO.	
G. L. Dauberman/C. C. Bruce	713-727-2301	PS100-82 53	ONE-TIME CONTRACT
ACCOUNT OR APPROPRIATION NUMBER	SALES OR USE TAX: NOT SUBJECT ☒	CITY OR STATE	RELEASE NO.
			X ON-GOING SERVICES CONTRACT
			RELEASE AGAINST ON-GOING SERVICES CONTRACT

Sun Gas Company Corpus Christi District 811 North Carancahua 320 Petroleum Tower 78474 Attention: H. Owens, Jr.	INVOICE IN TRIPLICATE TO Sunoco Terminals, Inc. P. O. Box 758 Nederland, Texas 77627 Attn: C. C. Bruce

This CONTRACT, *effective* June 1 *is* 79 between SUNOCO TERMINALS, INC. hereinafter called "Owner", having an office at Nederland, Texas and the "Contractor" shown above.

WITNESS In consideration of the mutual promises herein made, Owner and Contractor agree as follows:

ARTICLE 1 — THE WORK: The Work shall consist of: cathodic protection testing, maintenance and consultation at Deep Sea and Ingleside Terminals

NOTE: To initiate work under this agreement contact: Charles Kirklen Tel. (214)69
(Cathodic Protection Lab - Richardson, Tx)

and shall be performed at the 30
site location of: Corpus Christi Area

Contractor shall perform all Work hereunder in accordance with the terms and conditions of this Contract and the following as noted:

(X) 1. Work Description
( ) 2. Specifications
( ) 3. Design Drawings
(X) 4. Safety and Security Requirements
( ) 5. Compliance Terms and Conditions and Certificates of Compliance.

Exhibits ( )
( )
( )

Contractor shall furnish any and all personnel and all other things necessary for the performance and completion of all Work authorized hereunder. Articles 1 through 8 of this document, the Professional Services General Terms and Conditions on the reverse side hereof, and the Exhibits attached hereto or referenced herein shall constitute the Contract between the parties. Notwithstanding any acceptance or acknowledgement sent by Contractor containing additional or different terms and conditions, performance by Contractor shall be deemed an acceptance of the terms hereof.

ARTICLE 2 — ITEMS PROVIDED BY OWNER: Items noted to be specifically supplied by Owner are as follows:

Office Space and Supplies
Other Equipment and Material as necessary

ARTICLE 3 — COMPENSATION: For satisfactory performance of the Work hereunder, Owner agrees to pay Contractor in the manner and at times specified in Article 4, and Contractor agrees to accept as full and complete payment for providing such Work, compensation as follows:

$3600/Annum

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Net upon receipt of invoice

Prior to final payment hereunder, and as a condition precedent thereto Contractor shall satisfy the requirements of Clause 14 of the Professional Services General Terms and Conditions on the reverse side hereof.

ARTICLE 5 — TERM: Work under this Contract shall commence on or about June 1, 1979 All Work shall be complete on or before upon agreement of the parties.

ARTICLE 6 — CHANGES, ADDITIONS AND/OR DELETIONS: *Owner reserves the right, from time to time, to make changes, additions and/or deletions to* the Work as it may deem necessary. All changes, additions or deletions shall be made in writing and accepted by both parties before Contractor proceeds with such Work. Contractor shall make no changes, additions or deletions to the Work without Owner's prior written instructions. The cost of such changes, additions or deletions shall be determined as follows:

N/A

Contractor shall make no changes in any performance schedule(s) provided for in article 1 or in any other term of this contract without the prior written approval of Owner.

ARTICLE 7 — INSURANCE: During the performance of all Work hereunder, Contractor shall take out, carry and maintain in insurance company or companies, and in policies of insurance acceptable to Owner, the following insurance with limits not less than indicated for the respective items:

a. Workmen's Compensation and Occupational Disease Insurance, including Employer's Liability, complying with laws of the state in which the Work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than $ N/A

b. Comprehensive General Liability Insurance, including Independent Contractor's Liability, Contractual Liability and Products - Completed Operations Liability and *if applicable to this contract, Explosion, Collapse and Underground Damage liability, as well as coverage on all Contractor's equipment (other* than motor vehicles licensed for highway use) owned, hired or used in performance of this Contract with limits not less than:

$ N/A Bodily Injury & Property Damage Combined single limit each occurrence.

c. Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles owned, hired or used in the performance of this contract, with limits not less than:

$ N/A *Bodily Injury & Property Damage Combined single limit each occurrence.*

d. Professional Liability Insurance, including Contractual Liability, personal injury and property damage, with limits not less than:

$ N/A combined single limit each occurrence.

Prior to the commencement of any Work hereunder, Contractor shall provide Certificates of Insurance evidencing coverage as defined in this Article 7, to the Owner, at the location specified in the Contract Instructions below.

ARTICLE 8 — GOVERNING LAW: This Contract shall be governed by the laws of the jurisdiction wherein the Work is performed unless stated otherwise.

CONTRACT INSTRUCTIONS:

G. L. Dauberman
Sunoco Terminals, Inc.
P. O. Box 758
Nederland, Texas 77627

Contractor shall sign and return one fully executed copy of this contract and all future contract notices to the address shown above. If no address is shown above, copy shall be returned to the "Invoice in Triplicate To" address at the top of this form.

S (B) 00153

IN WITNESS WHEREOF, the parties have executed this Contract.

OWNER: DATE: 7/20/79
BY: M. D. Kilgore / RPD
TITLE: Director of Facilities

CONTRACTOR: DATE: 6/5/79
BY: E. Robert
TITLE: Dist Mgr