

ETHYL CORPORATION

ENGINEERING DEPARTMENT

April 25, 1973

PLAINTIFF'S
EXHIBIT

ETCO-33

ETHYL TOWER
431 FLORIDA
BATON ROUGE, LA 70801

Mr. John L. Daniel
Barnard & Burk, Inc.
Construction Division
Box 15648
Baton Rouge, La. 70815

Contractual Agreement - Baton Rouge Construction

Dear Mr. Daniel:

Attached are the four copies of our contract for signature per our telephone conversation on yesterday. I was unable to get to Sam Roberts as planned, before he left town, however, which explains why you are receiving them yet unsigned by Sam. If you will sign and return them to me, I can have them ready for him upon his return on Monday.

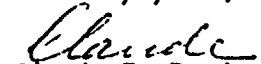
include:

I am confident you will find the papers per our discussions and in summary

1. Total reimbursement of direct out-of-pocket expenditures for labor, materials and equipment, etc.
2. Reimbursement for your construction equipment at 80% A.E.D.
3. Reimbursement for your non-A.E.D. equipment at pre-agreed rates per schedule B.
4. Reimbursement of third party rentals invoiced cost.
5. Reimbursement for small tools (up to \$300.00) at 3% of direct field labor.
6. Reimbursement of consumables and minor repair and maintenance at out-of-pocket cost.
7. Reimbursement for payroll taxes, insurance, welfare plans and/or benefits for eligible employees at out-of-pocket cost.
8. Reimbursement for authorized Home Office personnel at pre-agreed rates.
9. Payment of a fee including:
 - (a) 6% of "estimated" cost of labor.
 - (b) 5% of actual cost of materials, supplies, etc.
 - (c) 5% of specialty sub-contracts (ex. electrical).
 - (d) 3% of electrical sub-contracts.

Please attach the needed Exhibit "B"'s to all copies prior to returning same.

Sincerely yours,


Claude E. Daviet

E-09196