



A Subsidiary of Union Pacific Corporation

CHAMPLIN PETROLEUM COMPANY

PURCHASE ORDER

FOR

CONTRACT SERVICES

NO. 215-0102

CHG 01621

CONTRACT FOR CONTINUING SERVICES

THIS CONTRACT made and entered into this 25th day of April, 19 83 by and between Champlin Petroleum Company, a Delaware corporation ("Owner"), and undy Industrial Maintenance, Inc., a Texas corporation ("Contractor").

W I T N E S S E T H

WHEREAS, Owner operates a facility at Corpus Christi, Texas ("Facility"), and Contractor is in the business of furnishing maintenance, construction and other necessary services for this type of facility; and, the parties desire to contract for the furnishing of these services at the Facility.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is agreed as follows:

1. WORK: The Work to be performed under this Contract is defined as the furnishing by Contractor of all supervision, labor, equipment, tools, and supplies necessary to perform such maintenance, construction and other necessary services at the Facility as may be specified in written Work Order prepared by Owner and accepted by Contractor.
2. CONTRACTOR'S UNDERTAKING: Contractor hereby agrees to perform the Work diligently, efficiently, and in a workmanlike manner, upon and subject to all of the terms and conditions set out in the following documents, attached hereto and made a part hereof:

- EXHIBIT "A" - General Conditions, Form L-13, dated 8-80 & Amendment dated 4/25/83
- EXHIBIT "B" - Insurance Schedule, Form INS-6, dated 2/79
- EXHIBIT "C" - OFCCP Supplement to Contracts and Purchase Orders, Form L-1, dated 10/79
- EXHIBIT "D" - Compensation Schedule and Contractor Owned Rental Rates
- EXHIBIT "E" - Special Conditions - Refer to Section 5 of attached
- EXHIBIT "F" - Champlin Maintenance Work Order and Engineering Work Transmittal
- ATTACHMENT I - Listing of examples of Consumable Supplies
- ATTACHMENT II - Listing of examples of Small Tools
- ATTACHMENT III - Corpus Christi Refinery and Offsites Working Regulations (Rules and Regulations) dated 4/25/83

ACKNOWLEDGEMENT

FORM PUR-21
(8-80)

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT FORM IMMEDIATELY

PLAINTIFF'S EXHIBIT

UPRC-147

CH/W-002638

3. TERM: This Contract shall be effective beginning April 25, 1983, and if not sooner, terminated as provided in Section 24 or 25 of the General Conditions, shall terminate April 24, 1985.
4. COMPENSATION: As full payment for any Work performed by Contractor, Owner shall pay Contractor as provided in the applicable Exhibits and Schedules attached hereto.
5. SPECIAL CONDITIONS: The following special conditions, if any, shall be deemed a part of this Contract and, in the event of conflict, shall be deemed to modify the General Conditions.

Either Owner or Contractor may terminate this agreement at any time prior to April 24, 1985, by giving the other party written notice thirty (30) days prior to the date of termination.

In addition, Contractor acknowledges receipt of Corpus Christi Refinery and Offsites Working Conditions (Rules & Regulations).

6. NOTICES: All notices to be given under this Contract shall be deemed properly given when and if they are deposited in the United States Mail, postage prepaid, registered or certified, and addresses as follow:

Owner

Champlin Petroleum Company
P. O. Box 9176
Corpus Christi, Texas 78469
Attn: M. M. Horseman
Purchasing & Materials Control Manager

Contractor

Mundy Industrial Maintenance, Inc.
P. O. Box 721601
Houston, Texas 77272
Attn: Joe S. Mundy
President

or to such other address as either party shall hereafter designate to the other in writing.

7. REPRESENTATIVES OF THE PARTIES: Until further written notice, as provided in this Contract, the Designated Representatives of the parties are as follows:

Owner:

Guy Whipple Curtis Thompson John Snyder
Bobby Miller D. W. "Pete" Peterson Dave Levy
Dick Mylnar Paul Taylor

Contractor

Murphy Pat

ACKNOWLEDGEMENT



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8. AMENDMENTS: No amendment of the Contract shall be effective for any purpose unless it is in writing and executed by Owner and Contractor.

IN WITNESS WHEREOF the parties have caused this Contract to be executed as of the date first above written.

OWNER

CONTRACTOR

CHAMPLIN PETROLEUM COMPANY

MUNDY INDUSTRIAL MAINTENANCE, INC

By: M. M. Horseman
M. M. Horseman
Purchasing & Material Control Manager

By: Joe S. Mundy
Joe S. Mundy
President

By: R. H. Bauer
R. H. Bauer
General Manager of Operations

ACKNOWLEDGEMENT

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT FORM IMMEDIATELY

CH/W-002640



MUNDY INDUSTRIAL MAINTENANCE INC.

11150 SOUTH WILCREST DR. • P. O. BOX 721601 • HOUSTON, TEXAS 77271 • (713) 844-1100

PURCHASING
MAY 5 11 47 AM '83

CORPUS CHRISTI REFINERY

May 4, 1983

Mr. M. M. Horseman
Purchasing & Materials Control Manager
Champlin Petroleum Company
P.O. Box 9176
Corpus Christi, Texas 78408

Reference: Purchase Order No. 215-0102

Dear Mr. Horseman:

Attached please find the executed services contract between Champlin Petroleum Company and Mundy Industrial Maintenance Inc. We have retained the copy for our file.

We appreciate the opportunity to serve you once again.

Very truly yours,

MUNDY INDUSTRIAL MAINTENANCE INC.

Joe S. Mundy
President

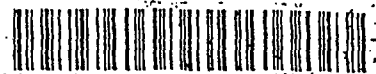
JSM/kb
Enclosure

CH/W-002641



PLEASE COMPLETE ALL INFORMATION IN THE 5 BLOCKS OUTLINED IN ORANGE
SEE BACK OF FORM SET FOR COMPLETE PREPARATION INSTRUCTIONS.

476351223



YOUR FEDERAL EXPRESS ACCOUNT NUMBER 1041-8042-6		DATE 4/19/84
FROM (Your Name) JOE S. MUNNY		TO (Recipient's Name) MR. PETE HORSEMAN
COMPANY MUNDY INDUSTRIAL MAINT. INC		DEPARTMENT/FLOOR NO. CHAMPLIN PETROLEUM CO. PURCHASING
STREET ADDRESS 11150 S WILCREST		STREET ADDRESS (P.O. BOX NUMBERS ARE NOT DELIVERABLE) 1801 NURCES BAY BOULEVARD
CITY HOUSTON	STATE TX	CITY CORPUS CHRISTI
		STATE TX

AIRBILL NO. 476351223	ZIP ACCURATE ZIP CODE REQUIRED FOR CARRIER ROUTING 77099	IN TENDERING THIS SHIPMENT, SHIPPER AGREES THAT F.E.C. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM CARRIAGE HEREOF. F.E.C. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SHIPMENT. THIS IS A NON-NEGOTIABLE AIRBILL SUBJECT TO CONDITIONS OF CONTRACT SET FORTH ON REVERSE OF SHIPPER'S COPY. UNLESS YOU DECLARE A HIGHER VALUE, THE LIABILITY OF FEDERAL EXPRESS CORPORATION IS LIMITED TO \$100.00. FEDERAL EXPRESS DOES NOT CARRY CARGO LIABILITY INSURANCE.	ZIP ACCURATE ZIP CODE REQUIRED FOR OVERNIGHT DELIVERY 78469
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YOUR NOTES/REFERENCE NUMBERS (FIRST 12 CHARACTERS WILL ALSO APPEAR ON INVOICE)

PAYMENT ☒ Bill Shipper ☐ Bill Recipient's F.E.C. Acct. ☐ Bill 3rd Party F.E.C. Acct. ☐ Bill Credit Card

☐ Cash in Advance Account Number/Credit Card Number

FEDERAL EXPRESS USE
FREIGHT CHARGES
DECLARED VALUE CHARGE

SERVICES CHECK ONLY ONE BOX		DELIVERY AND SPECIAL HANDLING CHECK SERVICES REQUIRED	PACKAGES	WEIGHT	DECLARED VALUE	D/S	EMP. NO.	DATE	FEDERAL EXPRESS USE	
☐ PRIORITY 1 (UP TO 70 LBS.)	☐ OVERNIGHT LETTER (UP TO 2 OZ.)	☐ HOLD FOR PICK-UP AT FOLLOWING FEDERAL EXPRESS LOCATION SHOWN IN SERVICE GUIDE. RECIPIENT'S PHONE NUMBER IS REQUIRED.					☐ CASH RECEIVED	AGT/PRO	ADVANCE ORIGIN	
☐ COURIER PAK (UP TO 70 LBS.)	☐ 7						☐ RETURN SHIPMENT	AGT/PRO	ADVANCE DESTINATION	
☒ OVERNIGHT ENVELOPE (UP TO 2 LBS.)	☐ 8	☒ DELIVER TO CUSTOMER'S DOOR					☐ THIRD PARTY			
☐ OVERNIGHT BOX (UP TO 5 LBS.)	☐ 9	☐ SATURDAY SERVICE REQUIRED See Reverse (Extra charge applies for delivery)	TOTAL	TOTAL	TOTAL		☐ OK TO DEL. ☐ OK TO HOLD			
☐ OVERNIGHT TUBE (UP TO 5 LBS.)		☐ RESTRICTED ARTICLES SERVICE (p.1) and Standard Air Packages only, extra charge	RECEIVED AT			STREET ADDRESS			OTHER	
STANDARD AIR DELIVERY TWO BUSINESS DAY FOLLOWING PICK-UP (UP TO 70 LBS.)		☐ SSS (Signature Security Service required, extra charge applies)	SHIPPER'S DOOR ☐ REGULAR STOP ☐ ON-CALL STOP ☐ F.E.C. LOC.			CITY			STATE	ZIP
NOTE: IT IS NEXT BUSINESS DAY 4Y THROUGH FRIDAY; TWO DAYS ALASKA/HAWAII. SATURDAY DELIV- AVAILABLE IN CONTINENTAL U.S. SPECIAL HANDLING.		☐ DAY ICE _____ LBS.	Federal Express Corporation Employee No.			RECEIVED BY: (Signature) X			TOTAL CHARGES	
		☐ OTHER SPECIAL SERVICE	DATE/TIME For Federal Express Use			DATE/TIME RECEIVED			F.E.C. EMPLOYEE NUMBER	
		☐ 9							PART #2041730751 FEC-S-0751 D/O/B REVISION DATE 2/83 S PRINTED U.S.A.	