

Appropriation 5-9949.

Contract No. K-00-7613-C

27-4026
THIS AGREEMENT, entered into this 5th day of May,
1969, by and between ENJAY CHEMICAL COMPANY, hereinafter referred to as
"Enjay," and **BROWN & ROOT, INC.**

hereinafter referred to as "Contractor," WITNESSETH:

27-4026

That in consideration of the covenants and agreements set out herein and the payments provided for herein Enjay and Contractor agree as follows:

1. If any provision of this Agreement incorporates by reference into this Agreement or provides for the attachment hereto of any safety specifications, engineering standards, or other documents issued in the name of Humble Oil & Refining Company, then for the purpose of this Agreement, Enjay hereby adopts those documents and any references to "Humble" therein shall be construed as references to Enjay.

2. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with specifications entitled "Specifications for Instrumentation and Electrical Work for Facilities to Inject Natural Gas Into HPU Feed Hydrogen," dated May 2, 1969; Exhibit "A" entitled "General Specifications," dated May 1, 1966; and Exhibit "B" entitled "Facilities to Inject Natural Gas Into HPU Feed Hydrogen," dated May 2, 1969, said specifications and exhibits being attached hereto and made a part hereof.

Contractor agrees to begin work on or about May 6, 1969, and will make every effort to complete the Contract as specified by Enjay.

3. As consideration for the satisfactory performance and completion of this Contract by Contractor, Enjay agrees to pay Contractor in accordance with the following schedule:

A. WAGE RATE SCHEDULES:

In accordance with the attached Exhibit D, dated May 5, 1969.

- NOTES: (1) The "Straight Time" per man-hour rate shall apply for all work performed up to and including 40 hours per working week per man, on the "Day Shift."
- (2) For shift work, a shift differential of \$0.14 per hour for straight time and \$0.20 per hour for overtime shall be allowed.
- (3) If the total "normal" Brown & Root expenditures under this Contract do not total \$1,000,000 Humble will reimburse Contractor an "additional" amount equal to

1.5% of the total "normal" reimbursable Brown & Root expenditures for labor and supervision, except the sum of the "normal" and "additional" reimbursements shall not exceed \$1,000,000.

- (4) The "Overtime" per man-hour rate shall apply for all work performed in excess of 40 hours per working week per man, regardless of where prior time may have been worked as long as it was worked for this Contractor.
- (5) The "working week" begins at midnight Sunday.
- (6) The rates for supervision and field labor include direct labor costs; consumable supplies, as shown in Exhibit "C" entitled "Consumable Supplies," dated April 1, 1966, copy attached and made a part hereof; Insurance; taxes; overhead; profit; chemical supplies; chemical toilets; office and tool buildings; and tools having an initial cost of \$150 or less.
- (7) Any costs involved in obtaining welder procedures, welding procedure qualifications, and welding qualification will be reimbursed as a labor or material item (including time spent by welders making qualification tests).

B. CONSTRUCTION EQUIPMENT LESS OPERATOR:

In accordance with the attached Exhibit E, dated November 7, 1968.

Rental rates include all maintenance, fuels, overhead, profit, and taxes. Transportation costs shall be reimbursed at invoice cost plus five percent (5%).

Small tools with an initial cost of over \$150 will be reimbursed at a rate of \$2.75 per shift per tool. Such tools include, but are not limited to, items of paving breakers, jackhammers, chipping hammers, beveling machines, cutting rigs, and impact wrenches.

Rental of third party equipment will be reimbursed at invoice cost plus a fee of thirty-five percent (35%) to cover the cost of all maintenance, fuels, lubricants, overhead, profit, taxes, etc., but less operators.

All rates are based upon contractor being paid for equipment and tools that are on the site and required for job, whether such items are actually working 100 percent of the time. When an item is no longer needed, it will be released and rental terminated. Any equipment required for the job, but not listed, will be supplied at rates to be mutually agreed upon.

C. SPECIAL EQUIPMENT AND TOOLS OVER \$150.00 INITIAL COST:

Special construction equipment, such as scaffolding and hauling equipment for heavy non-mobile construction machinery, will be paid for at Contractor's invoice rental price plus a fee of five percent (5%).

D. MATERIALS:

All materials, including form lumber and accessories, fire extinguisher refills, drill bits, welding rod, miscellaneous welding supplies, acetylene, oxygen, argon, and materials required for temporary lighting furnished by Contractor, plus applicable transportation charges to jobsite and sales and use tax applicable thereto, will be paid for at invoice cost, plus a markup of five percent (5%) for overhead and profit. Excluded specifically are small tools costing \$150 or less and consumable supplies as shown in attached Exhibit "C". (Invoice cost is defined as the net price after all trade discounts, allowances, credits, salvage, and commissions, but not cash discounts, which accrue to Contractor have been subtracted from gross invoice prices.) All such discounts and credits shall be extended to Enjay even though Contractor, through negligence, does not take advantage of such items. Circumstances beyond Contractor's control which prevent taking advantage of such discounts, etc., shall be reviewed with Enjay.

E. SUBCONTRACTS:

Contractor will be reimbursed for payments made under subcontracts and agreements for outside shop work entered into with Enjay's prior approval covering materials and services in connection with the work, plus a fee of five percent (5%).

IDLE TIME FOR SMALL TOOLS

Some small tools may be required on the job full time but used only periodically. These tools are not to be shown on the daily time sheets.

INVOICES

Contractor shall submit invoices promptly at the end of each month, or as otherwise mutually agreed to by the parties.

SUPPORT DATA FOR INVOICES

A. LABOR

A special payroll form covering a 1-week period will be furnished by Enjay to assist Contractor in preparation of invoices. All invoices rendered shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

B. EQUIPMENT AND TOOL RENTAL

A special equipment rental report form covering a calendar week will be furnished by Enjay to assist Contractor in preparation of invoices. All invoices covering equipment and tool rental shall be supported by this special form.

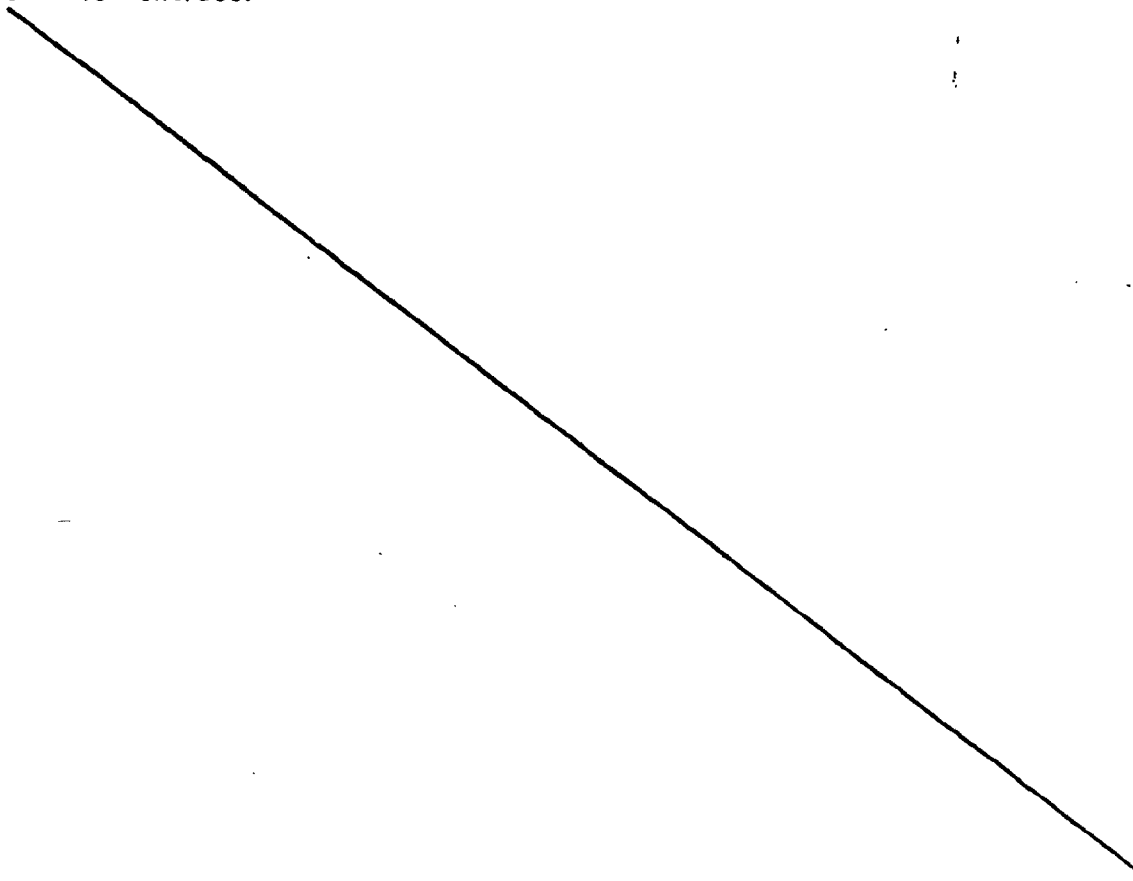
Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

C. MATERIALS

When materials furnished by Contractor are delivered to the job-site, or as soon thereafter as practical, the Contractor shall have a representative of Enjay sign a shipping notice, bill of lading, material received report, or other document that describes and lists the material received. This signed document, attesting that such material was received by Humble, shall be attached to Contractor's invoice when submitted to Enjay .

AUDIT CLAUSE

Enjay and its duly authorized representatives shall have access to the books, payrolls, and other records maintained by Contractor and its affiliates which relate to the costs and expenses of this Contract, and shall have the right to audit such books, payrolls and records at any reasonable time or times during the Contract period and for a two-year period after completion of this Contract.



4. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Enjay's Baytown Chemical Plant until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such regulations by Contractor nor Enjay's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

5. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Enjay reserves the right to have an inspector on the job. Any material which Enjay considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Enjay shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

6. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Enjay's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Enjay being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Enjay agree as follows:

A. Contractor agrees to indemnify and hold Enjay harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Enjay or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Enjay, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Enjay and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Enjay's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which results in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Enjay, except that Contractor shall not be responsible or liable for such damage to Enjay's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (including Contractors' Protective Liability when subcontractors are used), covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$ 100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$ 100,000 for each accident, and \$ 100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Enjay that all insurance required under this agreement is in force and carried with companies acceptable to Enjay and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Enjay. Upon request of Enjay, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Enjay shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

7. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Enjay by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Enjay harmless from and against all such claims and liens.

8. Contractor agrees that if, in the opinion of Enjay, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Enjay may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Enjay should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a

reasonable rental for the use of such tools and equipment during the period of use by Enjay and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Enjay, ordinary wear and tear excepted. Should Enjay take over the completion of said job, or obtain another contractor to do so Enjay shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Enjay shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

9. Contractor agrees that upon the completion by it and acceptance by Enjay of the work herein contracted for it will furnish Enjay with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Enjay to Contractor, subject, however, to the right in Enjay to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Enjay that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Enjay, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Enjay's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

10. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

11. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

12. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Enjay may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Enjay with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Enjay on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Enjay may be required or deems it necessary to pay. In addition, Enjay, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

13. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Enjay, any such material or equipment which may become defective within one (1) year from Enjay's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Enjay to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Enjay's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

14. In the event Enjay loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Enjay as to their condition;

c. To return such tools or equipment to Enjay at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Enjay harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 14, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Enjay may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Enjay.

15. Enjay may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Enjay may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Enjay desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 3 above, Contractor shall submit to Enjay an estimate of such increase or decrease. Should Enjay desire to proceed in accordance with such estimate, Enjay shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Enjay's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

16. Contractor shall procure Enjay's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Enjay but shall contain a provision permitting assignment thereof by Contractor to Enjay.

17. It is understood and agreed that Enjay may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

BROWN & ROOT, INC.

ATTEST:

By

R. J. Derrick
VICE-PRESIDENT
R. J. DERRICK

Secretary

ENJAY CHEMICAL COMPANY

By

By MC Hooks
MATERIALS MANAGER
BAYTOWN PLANT

ABO:aj
(RCPaulson)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared E. J. DERRICK known to me to be the person whose name is subscribed to the foregoing instrument as

VICE PRESIDENT of Brown & Root, Inc.,

and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 5th day of May, A. D., 1969.



Notary Public in and for

Harris County, Texas

(SEAL)

ENJAY'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N. C. Faste known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Enjay Chemical Company.

Given under my hand and seal of office, this the 5th day of May, A.D., 1967.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

May 1, 1966

EXHIBIT "A"GENERAL SPECIFICATIONS

1. Contractor has inspected the site and fully understands the nature of the work, the conditions governing the work, and all other local requirements affecting the work. No additional compensation will be allowed for work that could be reasonably anticipated from visible conditions.
2. All work shall conform to generally accepted practice and shall be completed in every detail. In the event of doubt as to the meaning and intent of any portion of the Construction Agreement, Enjay shall define that which is intended to apply to the work.
3. Contractor shall maintain the construction site in a neat and presentable condition.
4. Upon completion of the work provided for hereunder and before acceptance and final payment, Contractor shall restore, in a manner acceptable to Enjay, all property that has been used or damaged during the prosecution of the work; remove from the jobsite all dismantled and surplus materials, debris, and temporary structures resulting from the work; load and stack all dismantled and Enjay-owned surplus materials and debris at a site designated by Enjay; and shall leave the jobsite in a neat and presentable condition. Contractor shall obtain instructions from the CPMD Contact Man for disposal of any left-over materials, including scrap.
5. Prior to departure from jobsite, Contractor shall obtain the CPMD Contact Man's concurrence that Contractor has completed satisfactorily all work required by the contract.
6. Upon receipt of material furnished by Enjay, Contractor shall accept full responsibility for this material and shall provide suitable protection for this material from deterioration, disappearance and other harm.
7. In the event Enjay furnishes critical path schedules or other job plans to Contractor, the Contractor's responsibility for all work covered by said schedules or plans shall be that specified in the contract.
8. Contractor shall provide its own sanitary facilities, properly secluded from observation and maintained by Contractor in a sanitary manner as approved by Enjay.
9. Contractor shall provide all temporary buildings necessary for construction purposes.
10. Contractor shall not substitute alternate materials or equipment for those specified without Enjay's prior written approval.
11. All costs of welder qualification shall be borne by Contractor unless otherwise specified in the contract of which this Exhibit "A" is made a part.
12. Contractor's work shall be executed so as to cause a minimum of interference with the operation of Enjay's equipment.
13. No connection shall be made by Contractor to any of Enjay's facilities, such as power lines, pipe lines, sewers, etc., without getting Enjay's prior approval of Contractor's connection method, design and time schedule.

EXX 000928

Exhibit "A" (Continued)

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14. Signing of this agreement constitutes a waiver by Contractor of any restrictive clauses appearing on drawings, data, or any material submitted by Contractor to Enjay under this agreement; such clauses shall not be binding, nor have any effect upon Enjay; Contractor hereby authorizes Enjay to nullify, obliterate, or otherwise remove any such restrictive clauses.
15. Various industry and/or national codes and standards may be referred to elsewhere in this contract. The requirements contained in any such codes and standards form a part of this contract in the manner and to the extent indicated. Contractor shall obtain copies of the latest edition of such codes and standards and follow them in the execution of the job. "Latest edition" is defined as the latest published edition as of the date of the contract.
16. Contractor's name shall be placed on all motor driven vehicles and other construction equipment such as welding machines, compressors, etc., used by Contractor, unless waived by the CPMD Contact Man.
17. Welding machines shall be furnished with a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher attached directly to the machine.
18. Contractor shall work from 7:30 A.M. to 4:00 P.M., Monday through Friday, unless otherwise specified in the contract of which this is made a part, or unless otherwise approved by the CPMD Contact Man.
19. The holidays listed below shall be observed at the Baytown Plants. Contractor shall not work on these days unless otherwise specified in the contract of which this Exhibit "A" is made a part, or unless otherwise approved by the CPMD Contact Man.

- (1) New Year's Day
- (2) Good Friday
- (3) Memorial Day
- (4) July Fourth
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Christmas Day
- (8) The day after Thanksgiving, except when Christmas falls on Tuesday or Thursday, in which event the holiday shall be observed on the preceding Monday or the succeeding Friday, respectively.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively.

20. Invoices will be paid by Humble Oil & Refining Company as disbursing agent for Enjay.

April 1, 1966

EXHIBIT C

CONSUMABLE SUPPLIES

Consumable supplies are those supplies consumed during the progress of the work which are not directly incorporated into any work of a temporary or permanent nature. It is understood that several items have multiple end uses and, therefore, in specific situations may be classified as materials of construction or consumable supplies, depending on actual use. The following list, although not all-inclusive, is considered to be representative of the type of items capable of being consumable supplies.

Abrasives - Paper or Powder	Cotter Pins	Hacksaws and Blades
Acids	Couplings	Handles
Adapters	Crayons	Hasps
Adhesives	Creosote	Helmets'
Alcohol	Cups	Hoods, Welder
		Hinges
Babbitt	Dies	Hooks
Badges	Dippers	Hose (Air, Steam & Water)
Bags, Water	Drills	Hydrated Lime
Bands, Elastic Helmet		
Barrels, Trash	Electrode Holders	Ice
Barrels, Water	Ells, Stove Pipe	
Batteries	Extractors, Screw	Kerosene
Belting	Extension, Cords	Keys
Belt Dressing		
	Face Shields	Lanterns
Blades, Cutting	Fasteners	Latches
Brads	Faucets	Lenses
Brooms -	Files	Levels
Brushes, Paint, Scrub	Filters	Lighters
and Wire	Fire Extinguishers	Line, Chalk
Bulbs, Light (Elect. & Flashlight)	Fittings, Alemite and Hose	Liquefied Petroleum Gas
	Flashlights	Lugs
	Flints	
Cables	Flux, Brasing	Masks, Gas
Cans	Funnels	Mandrels
Carbide	Fuses	Measurers
Carborundum		Menders, Hose
Chalk	Gaskets, Hose	Mirrors
Chamois	Gasoline	
Chisels	Glasses	Mops
Clamps	Globes, Lantern	
Cleaning Compound	Gloves	Nails
Clips	Glue	Needles, Acetylene
Cloth	Glycerin	Nipples, Hose
Coal and Coke	Goggles	Nozzles
Concrete Forms	Graphite	
Connectors	Grease	
Cord	Grinding Compounds	
	Grinding Wheels	

EXX 000930

Oils, Lube
Oils, Cutting
Oils, Diesel
Oils, Fuel

Padlocks
Pails
Paper, Sand, Toilet, Writing, etc.
Paste
Patterns
Pencils
Pins, Drift
Pulleys
Punches

Rags
Rakes
Respirators
Rollers
Roofing Paper
Rope
Rubber Boots
Rules

Safety Equipment
Safety Goggles
Salt Tablets and Dispensers
Sandpaper
Saws
Screens
Screws

Shields, Face
Soap
Soapstone
Solder
Stakes
Steel Cable
Steel Wool
Stencils
Stove Pipe
Supplies, Medical
Supplies, Office
Supplies, Wash Room

Tacks
Tags
Tapes
Taps, Bolt
Tarpaulins
Thimbles, Wire Rope
Tips, Cutting and Welding
Towels
Twine

Washers
Washing Powder
Wastes, Wiping

Wedges

Wheels, Cutting, Grinding, and Emery
Wire
Water Coolers

ENJAY CHEMICAL COMPANY

May 5, 1969

EXHIBIT "D"

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>
Craft Foreman	\$7.02	\$9.99
Electrician	6.37	9.07
Instrument Fitter	6.37	9.07
Helper (All Crafts)	4.90	6.97
Instrument Technician	8.81	11.54

EXX 000932

ENJAY CHEMICAL COMPANY

NOVEMBER 7, 1968

EXHIBIT "E"

CONSTRUCTION EQUIPMENT LESS OPERATOR

<u>Current Market Value</u>	<u>Description</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
\$ 2,200.00	½-Ton Pick-up-----	\$ 1.00	8.00	40.00	176.00
5,000.00	2-Ton Winch Truck-----	2.20	17.60	88.00	387.20
4,700.00	2-Ton Flat Bed Dump Truck-----	2.20	17.60	88.00	387.20
	Tractor and Float-----				Outside Rental
24,200.00	5-7-Ton Austin Western Model 210---	8.25	66.00	330.00	1,452.00
	12-½ Ton Mobile Crane-----				Outside Rental
19,725.00	Combination Backhoe and Front End Loader with 1 cu. yd. Bucket Cat. Model 922 (rubber tired)----	8.25	66.00	330.00	1,452.00
20,065.00	600-CFM Air Compressor-----	5.50	44.00	220.00	968.00
4,120.00	125-CFM Air Compressor-----	1.75	14.00	70.00	308.00
940.00	200-Amp Gasoline Driven Welding Machine-----	.75	6.00	30.00	132.00
630.00	Pipe Threading Machine from ½" to 2"-----	.75	6.00	30.00	132.00
600.00	300-200-Amp Electric Driven Welding Machine-----	.50	4.00	20.00	88.00
	Pipe Beveling Machine from 8" to 12"-----				Small Tool
	Cutting Rig Complete-----				Small Tool
	2" Pneumatic Pump with Suction and Discharge Hoses-----				Small Tool
	90-lb. Pavement Breaker-----				Small Tool
2,300.00	1-Ton Air Tugger-----	1.50	12.00	60.00	264.00
2,655.00	2-Ton Air Tugger-----	1.75	14.00	70.00	308.00
	Blackhawk One-Shot Conduit Bender, ½" to 2"-----				Small Tool
876.00	600-lb. Sand Blasting Pot, Complete with Hood, Hoses and Nozzles----	1.50	12.00	60.00	264.00
	¾" Magnetic Drill Press-----				Small Tool
	Wire Line Spinner and Spool-----				Outside Rental
58,510.00	25-30-Ton Mobile Crane, Northwest Model 25D-----	13.25	106.00	530.00	2,332.00
	15-Ton Mobile Crane-----				Outside Rental
34,000.00	10-12-Ton Galion Model 110 Hydraulic Crane-----	10.50	84.00	420.00	1,848.00

EXX 000933

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

November 26, 1969

Contract T-00-4432-C

27-4026
Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job but not covered in the contract.

ITEM	HOURLY	DAILY	WEEKLY	MONTHLY
DROTT 85 RM-2 HYDRAULIC CRANE	\$8.50	\$68.00	\$340.00	\$1472.00

Thanking you for your consideration, we remain,

Sincerely,

BROWN & ROOT, INC.

Ed Eastham

EE/gs

CONTRACT CHANGE ORDER NO. <u>13</u>	
CONTRACT NO. <u>T-00-4432-C</u> DATED: <u>11-25-68</u>	
ADDITION/ (DELETION) \$ <u>Unit Price</u>	
Humble Oil & Refining Company:	
BY APPROVED: <u>[Signature]</u>	
CRO DATE: <u>12/1/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>P.R. French</u>	OWNER: <u>[Signature]</u>

EXX 000902

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

October 24, 1969

Contract G-00-4598-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that
a contract change order be issued accordingly.

FIELD CHANGE	AMOUNT
# 1	\$187.52

Total this change \$187.52.

Very truly yours,

BROWN & ROOT, INC.

Ed Eastham
Ed Eastham

EE/gs
Attachment

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>G-00-4598-C</u>	DATED: <u>6-11-69</u>
ADDITION/ (DELETION) \$ <u>187.52</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>12/2/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>A.B. Bryan</u>	OWNER: <u>[Signature]</u>

EXX 000903

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

November 10, 1969

Contract G-00-4598-C

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that
a contract change order be issued accordingly.

FIELD CHANGE	AMOUNT
# 2	\$151.94

Total this change \$ 151.94.

Very truly yours,

BROWN & ROOT, INC.

Ed Eastham
Ed Eastham

EE/gs
Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>G-00-4598-C</u>	DATED: <u>6-11-69</u>
ADDITION/ (DELETION) \$ <u>151.94</u>	
Humble Oil & Refining Company:	
SEALED APPROVED: <u>[Signature]</u>	
DATE: <u>12/1/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>S.B. Pryor</u>	OWNER: <u>[Signature]</u>

EXX 000904

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

November 26, 1969

Contract T-00-4432-C

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

Due to an error in hourly rate take off we propose to make the following revision to our equipment quotation dated November 5, 1969.

ITEM	HOURLY	DAILY	WEEKLY	MONTHLY
PILE EXTRACTOR VULCAN MODEL 400-A	3.91	31.28	156.64	667.00

This is Brown and Root owned equipment.

Again, I wish to thank you for the consideration shown.

Very truly yours,

BROWN & ROOT, INC.

Ed Eastham

EE/gs

CONTRACT CHANGE ORDER NO.	<u>14</u>
CONTRACT NO.	<u>T-00-4432-C</u> DATED: <u>11-25-68</u>
ADDITION/ (DELETION) \$	<u>Unit Price</u>
Humble Oil & Refining Company	
APPROVED:	<u>[Signature]</u>
DATE:	<u>12/2/69</u>
EXCERPTS	<u>Yes</u>
PROJ. ENG:	<u>P.R. French</u> OWNER:

EXX 000905

EXHIBIT D

March 4, 1970

Contract No. T-00-4432-C

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Superintendent	\$10.05	10.05
General Foreman	7.81	11.16
Craft Foreman	7.49	10.71
Field Engineer	7.49	10.71
Job Clerk	5.25	7.50
Welder	6.85	9.79
Electrician	6.85	9.79
Electrician Lineman	6.98	9.97
Pipefitter	6.85	9.79
Carpenter	6.59	9.42
Operator - Heavy	6.72	9.61
Operator - Light	6.08	8.69
Truck Driver	5.44	7.78
Concrete Finisher	6.59	9.42
Ironworker - Structural and Rigger	6.72	9.61
Ironworker - Reinforcing	6.59	9.42
Millwright	6.85	9.79
Painter - Brush	6.40	9.15
Painter - Spray	6.59	9.42
Instrument Fitter	6.85	9.79
Helper (All Crafts)	5.12	7.32
Laborer	4.61	6.59
Labor Foreman	6.59	9.42
Pipe Detailer	7.49	10.71
Toolroom Man	5.12	7.32
Instrument Technician	9.48	12.41
Brickmason	7.10	10.15
Safety Supervisor	6.59	9.42
Boilermaker	6.85	9.79

EXX 000906

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

February 2, 1970

Contract No. 4432

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

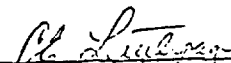
The rates for additional construction equipment needed on
this contract are as follows:

ITEM	HOURLY	DAY	WEEK	MONTH
4" Gasoline driven Water Pump with hose	\$1.50	12.00	60.00	264.00

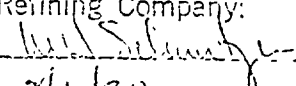
We submit these rates for your approval and thank you for
your usual consideration.

Yours very truly,

BROWN & ROOT, INC.


C. E. Littlepage

CEL/gs

CONTRACT CHANGE ORDER NO. <u>17</u>
CONTRACT NO. <u>700-4432-C</u> DATED: <u>11-25-68</u>
ADDITION/ (DELETION) \$ <u>Hourly Price</u>
Humble Oil & Refining Company:
APPROVED: 
DATE: <u>7/6/70</u>
EXCERPTS <u>No</u>
PROJ. ENG: <u>P.R. Freshower</u> OWNER:

EXX 000907

CONTRACT CHANGE ORDER

APPROPRIATION
WORK REQUEST

27-4026
Change Order 16, Issued January 26, 1970 to Contract T-00-4432-C
Dated November 25, 1968 between Humble Oil & Refining Company
and Brown & Root, Inc., Contractor.
Unit, Equipment, or Facility Involved Refinery Facilities

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

This extends subject Contract through February 27, 1970.

ORIGINAL AMOUNT OF CONTRACT	\$	<u>Unit Price</u>
ADDITION		
AMOUNT OF THIS REDUCTION	\$	<u>Unit Price</u>

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.

By: E. J. Derricks

E. J. DERRICKS

ABO:aj (Title)

HUMBLE OIL & REFINING COMPANY

By: W. J. SchmitzMaterials Manager
Baytown Refinery

EXX 000908

CONTRACT CHANGE ORDER

APPROPRIATION _____
WORK REQUEST _____

Change Order 20, Issued March 20, 1970 to Contract T-00-4432-C
 Dated November 25, 1968 between Humble Oil & Refining Company
 and BROWN & ROOT, INC., Contractor.
 Unit, Equipment, or Facility Involved FCCU 3 Turnaround

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Perform work as requested by Humble, and at the times designated, on the FCCU 3 Turnaround which is scheduled to begin April 20, 1970, and end May 2, 1970. The attached specifications entitled "Specifications for FCCU 3 Downtime, Humble Oil & Refining Company, Baytown, Texas," dated March 12, 1970, and Exhibit "B" entitled "FCCU 3 Downtime," dated March 12, 1970, apply to this work.

ORIGINAL AMOUNT OF CONTRACT \$ Unit Price
 ADDITION
 AMOUNT OF THIS ~~REDUCTION~~ \$ Unit Price

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.By: Ch. L. L. L.Proj. Mgr.

(Title)

DCS:aj

5-2

HUMBLE OIL & REFINING COMPANY

By: W. H. SchumacherMATERIALS MANAGER
BAYTOWN REFINERY

EXX 000909

CONTRACT CHANGE ORDER

APPROPRIATION _____
WORK REQUEST _____

Change Order _____ 19 _____, Issued March 11, 1970 to Contract T-00-4432-C
Dated November 25, 1968 between Humble Oil & Refining Company
and BROWN & ROOT, INC., Contractor.
Unit, Equipment, or Facility Involved Refinery Facilities

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Humble agrees to pay the rates specified in the Exhibit D dated March 4, 1970, attached hereto and made a part hereof.

Humble's Safety, Plant Protection and Traffic Regulations for Contractors, dated June 1, 1969, is attached hereto and made a part hereof. Said Regulations supersede and replace the earlier edition of said Regulations heretofore a part of this Contract.

This contract is subject to the Equal Opportunity Supplement entered into between the parties pursuant to Executive Order 11246. This Supplement is:

- ☒ on file in this office
☐ attached hereto. Please sign and return to this office.

ORIGINAL AMOUNT OF CONTRACT \$ Unit Price
ADDITION
AMOUNT OF THIS ~~REVISION~~ \$ Unit Price

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.

By [Signature]

ABO:aj

(Title)

HUMBLE OIL & REFINING COMPANY

By: [Signature]

Materials Manager
Baytown Refinery

EXX 000910

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNILT

November 26, 1969

Contract T-00-4432-C

27-4026
Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

Due to an error in hourly rate take off we propose to make the following revision to our equipment quotation dated November 5, 1969.

ITEM	HOURLY	DAILY	WEEKLY	MONTHLY
PILE EXTRACTOR VULCAN MODEL 400-A	3.91	31.28	156.64	667.00

This is Brown and Root owned equipment.

Again, I wish to thank you for the consideration shown.

Very truly yours,

BROWN & ROOT, INC.

Ed Eastham

EE/gs

CONTRACT CHANGE ORDER NO. <u>14</u>	
CONTRACT NO. <u>T-00-4432-C</u> DATED: <u>11-25-68</u>	
ADDITION/ (DELETION) \$ <u>Unit Price</u>	
Humble Oil & Refining Company	
APPROVED: <u>[Signature]</u>	
DATE: <u>12/2/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>P.R. FRENCH</u> OWNER: _____	

EXX 000911

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

November 26, 1969.

Contract T-00-4432-C

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

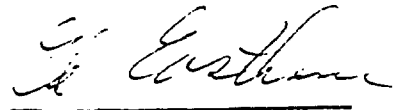
We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job but not covered in the contract.

ITEM	HOURLY	DAILY	WEEKLY	MONTHLY
DROTT 85 RM-2 HYDRAULIC CRANE	\$8.50	\$68.00	\$340.00	\$1472.00

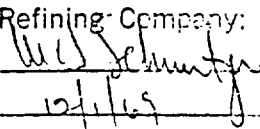
Thanking you for your consideration, we remain,

Sincerely,

BROWN & ROOT, INC.


Ed Eastham

EE/gs

CONTRACT CHANGE ORDER NO.	13
CONTRACT NO.	T-00-4432-C
DATED:	11-25-68
ADDITION/ (DELETION) \$	Unit Price
Humble Oil & Refining Company:	
SE & APPROVED:	
DATE:	12/1/69
EXCERPTS:	Yes
PROJ. ENG:	P. R. French
OWNER:	

EXX 000912

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

October 24, 1969

Contract G-00-4598-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

FIELD CHANGE	AMOUNT
# 1	\$187.52

Total this change \$187.52.

Very truly yours,

BROWN & ROOT, INC.

Ed Eastham
Ed Eastham

EE/gs
Attachment

CONTRACT CHANGE ORDER NO.	<u>2</u>
CONTRACT NO.	<u>G-00-4598-C</u> DATED: <u>6-11-69</u>
ADDITION/ (DELETION) \$	<u>187.52</u>
Humble Oil & Refining Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>12/2/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>J. B. Poyner</u> OWNER: <u> </u>

EXX 000913

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBLT

November 10, 1969

Contract G-00-4598-C

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. H. J. Mason

Gentlemen:

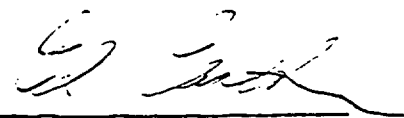
Enclosed are the field changes listed below. It is requested that
a contract change order be issued accordingly.

FIELD CHANGE	AMOUNT
# 2	\$151.94

Total this change \$ 151.94.

Very truly yours,

BROWN & ROOT, INC.


Ed Eastham

EE/gs
Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>G-00-4598-C</u>	DATED: <u>6-11-69</u>
ADDITION / (DELETION) \$ <u>151.94</u>	
Humble Oil & Refining Company:	
APPROVED: <u>W. H. Schmitz</u>	
DATE: <u>12/1/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>S. B. Pryor</u>	OWNER: <u>—</u>

EXX 000914

22-4026
OK



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

May 8, 1969

Contract No. T-00-4432-C

Humble Oil & Refining Co.
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We wish to offer rates on the following classification which is not covered in subject contract but is required for the performance of work assigned under contract:

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
BRICK MASON	6.63	9.44

This classification will be used on Notice #24 and Notice #25 and has been discussed with your jobsite representative.

Thanking you for the opportunity of submitting these additional rates, we remain

Sincerely,

BROWN & ROOT, INC.

C. E. Littlepage

CEL/bk

CONTRACT CHANGE ORDER NO. <u>11</u>	
CONTRACT NO. <u>T-00-4432-C</u>	DATED: <u>4/25/69</u>
ADDITION/ (DELETION) <u>Added above rates</u>	
Humble Oil & Refining Company:	
APPROVED: <u>M. H. ...</u>	
DATE: <u>6/13/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>H. G. ...</u>	OWNER: _____

EXX 000915

CONTRACT CHANGE ORDER

APPROPRIATION
WORK REQUEST

Change Order 12, Issued November 10, 1969 to Contract T-00-4432-C
Dated November 25, 1968 between Humble Oil & Refining Company
and BROWN & ROOT, INC., Contractor.
Unit, Equipment, or Facility Involved Refinery Facilities

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

This extends subject contract through January 30, 1970, subject to the right of either party to cancel the Contract upon giving thirty (30) days written notice to the other.

ORIGINAL AMOUNT OF CONTRACT	\$	<u>Unit Price</u>
ADDITION		
AMOUNT OF THIS XXXXXXXX	\$	<u>Unit Price</u>

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.By: CE L. L. L. L. L.Project Manager

ABO:aj

(Title)

cc: JDGraves

HUMBLE OIL & REFINING COMPANY

By: W. L. SchmitzerMATERIALS MANAGER
BAYTOWN REFINERY

EXX 000916

27-4026

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN-BILT

April 21, 1969

Ref: Contract No. T-00-4432-C

Humble Oil & Refining Co.
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

CONTRACT CHANGE ORDER NO.	10
CONTRACT NO.	T-00-4432-C
DATED:	11/25/68
ADDITION/ (DELETION) \$	Unit Prices
Humble Oil & Refining Company:	
APPROVED:	<i>MC</i>
DATE:	4/27/69
EXCERPTS	No
PROJ. ENG:	RWParker
OWNER:	

It has been brought to our attention by our Safety Department that there has been no provisions made to cover safety personnel at the F.C.C.U. No. 2 during the "Turn-Around". We feel that there would be many hours saved by having an attended first-aid station at the job-site to take care of minor accidents that cannot be avoided on a job of this nature.

We propose to furnish a portable building without charge to Humble with the first-aid supplies treated as consumable supplies. The combination safety supervision and first-aid will be carried as other craft with the following wage rates:

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Safety-Supervisor	6.24	8.88

In order that the job will be protected and in anticipation of your approval we have made arrangements for an attended first-aid station at the jobsite commencing Monday morning, April 21, 1969.

Thank you for your attention, we remain

Sincerely,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME/bk

EXX 000952

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

March 26, 1969

Contract No. T-00-4432-C

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment
required on above captioned project, such equipment being
needed on the job but not covered in the contract:

<u>ITEM</u>	<u>HOURLY</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
Model D-12 Diesel Hammer With Leads	\$12.00	\$96.00	\$480.00	\$2,112.00

This item has been discussed with your jobsite M & C representa-
tive.

Thanking you for the opportunity of submitting these additional
rates, we remain,

Yours very truly,

BROWN & ROOT, INC.

C. E. Littlepage

CEL/bk

CONTRACT CHANGE ORDER NO. <u>9</u>	
CONTRACT NO. <u>T-00-4432-C</u>	DATED: <u>11/25/68</u>
ADDITION/ (DELETION) \$ <u>Added above rates</u>	
Humble Oil & Refining Company:	
APPROVED: <u>MC Hacke</u>	
DATE: <u>4/3/69</u>	
EXCERPTS <u>Yes</u>	
PROJ ENG: <u>H. G. White</u>	OWNER: <u>—</u>

EXX 000953

HUMBLE OIL & REFINING COMPANY

REF. T-00-4432-C

APRIL 6, 1969

REVISED EXHIBIT "D"

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Superintendent	\$ 9.35 -	\$ 9.35 -
General Foreman	7.35 ✓	10.46 ✓
Craft Foreman	7.02 ✓	9.99 ✓
Field Engineer	7.02 -	9.99 ✓
Job Clerk	4.88 -	6.94 ✓
Welder	6.37 -	9.07 ✓
Electrician	6.37 -	9.07 ✓
Electrical Lineman	6.50 ✓	9.25 ✓
Pipefitter	6.37 ✓	9.07 ✓
Carpenter	6.24 ✓	8.88 ✓
Operator - Heavy	6.24 ✓	8.88 ✓
Operator - Light	5.72 ✓	8.14 ✓
Truck Driver	4.62 ✓	6.57 ✓
Concrete Finisher	6.24 ✓	8.88 ✓
Ironworker - Structural	6.24 ✓	8.88 ✓
Ironworker - Reinforcing	6.24 ✓	8.88 ✓
Millwright	6.37 ✓	9.07 ✓
Painter - Brush	6.05 ✓	8.61 ✓
Painter - Spray	6.24 ✓	8.88 ✓
Instrument Fitter	6.37 ✓	9.07 ✓
Helper (All Crafts)	4.90 ✓	6.97 ✓
Laborer	3.97 ✓	5.65 ✓
Labor Foreman	6.24 ✓	8.88 ✓
Pipe Detailer	7.02 ✓	9.99 ✓
Toolroom Man	4.28 ✓	6.09 -
Boilermaker	6.37 ✓	9.07 ✓
Instrument Technician	8.81 ✓	11.54 ✓

EXX 000954



CONTRACT CHANGE ORDER

APPROPRIATION _____
WORK REQUEST _____

Change Order 7, Issued March 13, 1969 to Contract T-00-4432-C
 Dated November 25, 1968 between Humble Oil & Refining Company
 and BROWN & ROOT, INC., Contractor.
 Unit, Equipment, or Facility Involved General Refinery Work

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Humble agrees to pay the rates in revised Exhibit D dated April 6, 1969, copy of which is attached hereto and made a part hereof, and which supersedes Exhibit D dated November 7, 1968.

ORIGINAL AMOUNT OF CONTRACT	\$	<u>Unit Price</u>
ADDITION	\$	<u>Unit Price</u>
AMOUNT OF THIS DEDUCTION	\$	<u>Unit Price</u>

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.

L. J. Derricks
Vice - Pres.

ASB:aJ (Title) 3-26-69
 CFB

HUMBLE OIL & REFINING COMPANY

By: M. C. Foote
 Materials Manager
 Baytown Refinery

EXX 000955



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWN-BILT

March 6, 1969

27-4026

Humble Oil and Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. Norman C. Foote, Materials Manager

Ref: Contract No. T-00-4432-C

Gentlemen:

As a result of a careful study of this company's relative position to wages currently being paid on industrial construction work in the Houston-Harris County area, the Board of Directors, with the concurrence of the heads of the operating divisions of Brown & Root, have concluded that certain hourly wage adjustments are now necessary for the company's operations in this area.

It is the intent that on April 6, 1969, hourly wage adjustments will become effective. We are submitting herewith the revised Exhibit "D" setting forth the manhour rates effective for the above referenced contract.

We believe that, with the flexibility and versatility we are able to offer in construction services, we can continue to provide you with an efficient and competitive service. We solicit your concurrence of this change, and have provided a space for your acknowledgment and acceptance.

If we have your concurrence, please return one copy of this letter as our authority to implement such change.

Yours very truly,

LJD/OMB/aw
Enclosures

L. J. Derrick

Accepted:

Humble Oil and Refining Company

By _____

Date _____

bcc: Ken Kreemalmeyer
Ollie Bakken
Charlie Littlepage
Bailey Fleming

EXX 000956

HUMBLE OIL & REFINING COMPANY

REF. T-00-4432-C

APRIL 6, 1969

REVISED EXHIBIT "D"

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Superintendent	\$ 9.35	\$ 9.35
General Foreman	7.35	10.46
Craft Foreman	7.02	9.99
Field Engineer	7.02	9.99
Job Clerk	4.88	6.94
Welder	6.37	9.07
Electrician	6.37	9.07
Electrical Lineman	6.50	9.25
Pipefitter	6.37	9.07
Carpenter	6.24	8.88
Operator - Heavy	6.24	8.88
Operator - Light	5.72	8.14
Truck Driver	4.62	6.57
Concrete Finisher	6.24	8.88
Ironworker - Structural	6.24	8.88
Ironworker - Reinforcing	6.24	8.88
Millwright	6.37	9.07
Painter - Brush	6.05	8.61
Painter - Spray	6.24	8.88
Instrument Fitter	6.37	9.07
Helper (All Crafts)	4.90	6.97
Laborer	3.97	5.65
Labor Foreman	6.24	8.88
Pipe Detailer	7.02	9.99
Toolroom Man	4.28	6.09
Boilermaker	6.37	9.07
Instrument Technician	8.81	11.54

EXX 000957



CONTRACT CHANGE ORDER

27-4026
APPROPRIATION s 40-8132; 63-8131
WORK REQUEST

Change Order 8, Issued March 18, 1969 to Contract T-00-4432-C
 Dated November 25, 1968 between Humble Oil & Refining Company
 and BROWN & ROOT, INC., Contractor.
 Unit, Equipment, or Facility Involved Unit-price contract work

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Perform work in accordance with "Specifications for 2 FCCU and CPU Unit Downtimes, Humble Oil & Refining Company, Baytown, Texas," dated March 11, 1969, and Exhibit "B" entitled "2 FCCU and CPU Downtimes," dated March 11, 1969, copy of each attached and made a part hereof.

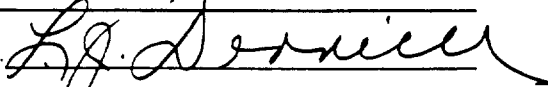
This work is to be started at 7:30 a.m. April 28, 1969, and is to be completed before May 16, 1969.

ORIGINAL AMOUNT OF CONTRACT \$ Unit Price
 ADDITION
 AMOUNT OF THIS ~~REDUCTION~~ \$ Unit Price

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.



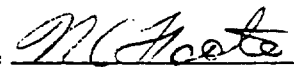
L. J. PARKER

VICE PRES

(Title)

HJM:tk
cc: RWParker

HUMBLE OIL & REFINING COMPANY

By: 
 Materials Manager
 Baytown Refinery

EXX 000958

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN&BILT

February 4, 1969

Contract No. T-00-4432-C

Humble Oil & Refining Co.
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job but not covered in the contract:

<u>ITEM</u>	<u>HOURLY</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
T-6 Tractor Dozer	\$6.00	48.00	240.00	1,056.00

Thanking you for the opportunity of submitting these additional rates, we remain,

Yours very truly,

BROWN & ROOT, INC.

C. E. Littlepage
C. E. Littlepage

CEL;bj

CONTRACT CHANGE ORDER NO. <u>5</u>	
CONTRACT NO. <u>T-00-4432-C</u>	DATED: <u>11/25/68</u>
ADDITION/ (DELETION) <u>\$ADDED THE ABOVE RATE</u>	
Humble Oil & Refining Co.	
APPROVED: <u>[Signature]</u>	_____
ABO DATE: <u>2/6/69</u>	_____
EXCERPTS <u>Yes</u>	_____
PROJ. ENG. <u>C. N. McClellan</u>	OWNER: _____

EXX 000965

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

This is your copy.

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

November 9, 1967

Contract B-00-7360-C
Butyl Rubber Facilities

Enjay Chemical Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rate on equipment which is necessary for subject project but on which a rate has not been submitted.

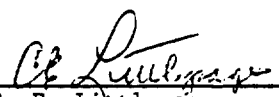
International T-6 Tractor W/Dozer \$10.00 Hour

The immediate use for this machine is for backfilling and cleaning up compressor foundation area.

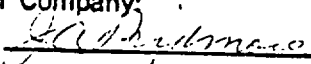
Thanking you for your usual attention, we remain,

Yours truly,

BROWN & ROOT, INC.


C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>B-00-7360-C</u>	DATED: <u>10/11/67</u>
ADDITION/ (DELETION) \$ <u>NO CHANGE (ADD EQUIP)</u>	
Enjay Chemical Company:	
APPROVED: 	
DATE: <u>11/15/67</u>	
EXCERPTS <u>NI</u>	
PROJ. ENG: <u>P.A. COSTELLO</u>	OWNER: _____

EXX 007122

27-5232

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 2, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

October 17, 1967

Contract B-00-7360-C

Enjay Chemical Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

We wish to submit the following equipment rate which is necessary for subject project in that it will be used for excavation and removal of concrete for compressor foundation.

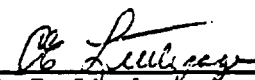
3 Ton Gradall

\$15.00 Per Hour

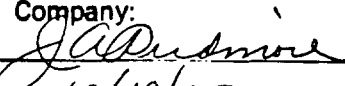
Thanking you for your usual attention, we remain,

Yours truly,

BROWN & ROOT, INC.


C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>B-00-7360</u>	DATED: <u>10/11/67</u>
ADDITION/ (DELETION) \$ <u>Inst Price</u>	
Enjay Chemical Company:	
APPROVED: 	
GRD	DATE: <u>10/19/67</u>
EXCERPTS <u>YES</u>	
PROJ. ENG: <u>P. A. Osterman</u>	OWNER: <u>E. L. DEAN</u>

EXX 007123

Contract No. 0-00-4069-C

THIS AGREEMENT, entered into this 1st day of October,
19 67, by and between HUMBLE OIL & REFINING COMPANY,
hereinafter referred to as "Humble," and BROWN & ROOT, INC.

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with the specifications and exhibits listed below, a copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein being attached hereto and made a part hereof.

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Electrical Work for SO ₂ Plant No. 1 Expansion and Modernization, Humble Oil & Refining Company, Baytown, Texas	September 6, 1967
Exhibit "A"	General Specifications	February 1, 1966
Exhibit "B"	Electrical Services for SO ₂ Plant No. 1, Expansion	September 6, 1967
	Including Addendum 1	October 3, 1967

COMPLETION

Contractor agrees to begin work immediately and will make every effort to complete the Contract by December 15, 1967.

PAYMENT

2. As consideration for the satisfactory performance and completion of this Contract by Contractor, Humble agrees to pay Contractor the lump sum of THIRTY-ONE THOUSAND NINE HUNDRED NINETY-SEVEN AND NO/100 (\$31,997.00) DOLLARS.

EXX 007124

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance *(including Contractors' Protective Liability when subcontractors are used)*, covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$ 100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$ 100,000 for each accident, and \$100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$ 300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$ 50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

SECRETARY

BROWN & ROOT, INC.

By

L. J. Derrick
Vice - PRESIDENT
L. J. DERRICK

HUMBLE OIL & REFINING COMPANY

By

J. J. [Signature]
Materials Manager
Baytown Refinery

ABO:tk

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF **TEXAS** [COUNTY OF **HARRIS** [

Before me, the undersigned authority, on this day personally appeared L. J. DERRICK known to me to be the person whose name is subscribed to the foregoing instrument as VICE PRESIDENT of BROWN & ROOT, INC., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 12th day of October, A. D., 1967.

[Signature]
Notary Public in and for

Harris County, Texas

(SEAL)

EXX 007129

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared W. H. Frost known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 14th day of October, A.D., 1967.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

EXX 007130

27-5232
A-18
7-1

27-5232

824-7000A

APPROPRIATION 106-9061

Contract No. B-00-7188C

THIS AGREEMENT, entered into this 11th day of OCTOBER, 1967, by and between ENJAY CHEMICAL COMPANY, hereinafter referred to as "Enjay," and BROWN & ROOT, INC.

hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Enjay and Contractor agree as follows:

1. If any provision of this Agreement incorporates by reference into this Agreement or provides for the attachment hereto of any safety specifications, engineering standards, or other documents issued in the name of Humble Oil & Refining Company, then for the purpose of this Agreement, Enjay hereby adopts those documents and any references to "Humble" therein shall be construed as references to Enjay.

2. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform work in accordance with the specifications and exhibits listed below. A copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein is attached and made a part hereof.

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Facilities to Increase Butyl Rubber Capacity - Package "B", Butyl Plant, RHB, Enjay Chemical Company, Baytown Plant, Baytown, Texas	September 1, 1967 Revision 1, October 3, 1967
Exhibit "A"	General Specifications	May 1, 1966
Exhibit "B"	Facilities to Increase Butyl Rubber Capacity, RHB, Butyl Plant, Package "B"	September 1, 1967

Contractor agrees to start work immediately and to complete the various parts as follows:

C-2001 Compressor	- - - - -	-December 8, 1967
C-1H Compressor	- - - - -	-December 22, 1967
Ethylene Purge Facilities	- - - - -	-December 8, 1967

All costs involved in obtaining welding procedures, welding procedure qualifications, and welder qualifications will be treated as reimbursable items hereunder. This includes time spent by welders in taking qualification tests.

3. As consideration for the satisfactory performance and completion of this work by Contractor, Enjay agrees to pay Contractor in accordance with the following schedule:

A. WAGE RATE SCHEDULE:

<u>Classification</u>	<u>\$ Per Man-Hour</u>	
	<u>Straight Time</u>	<u>Overtime</u>
Field Superintendent	8.00	8.00
General Foreman	7.10	9.94
Foreman	6.74	9.46

EXX 007131

A. WAGE RATE SCHEDULES: (Continued)

Classification	\$ Per Man-Hour	
	Straight Time	Overtime
Field Engineer	6.74	9.46
Detailer (Pipe Spooling & Material Take-offs)	6.74	9.46
Job Clerk	5.21	7.32
Tool Room Man	4.52	6.34
Welder	6.05	8.49
Boilermaker	6.05	8.49
Electrician	6.05	8.49
Pipefitter	6.05	8.49
Rigger	6.05	8.49
Carpenter	5.91	8.29
Heavy Operator	5.91	8.29
Light Operator	5.21	7.32
Truck Driver	4.17	5.05
Helper (all crafts)	4.52	6.34
Laborer	2.78	3.90

NOTE: The "Straight Time" per man-hour shall apply for all work performed up to and including forty (40) hours per working week per man.

The "Overtime" per man-hour rate shall apply for all work performed in excess of forty (40) hours per working week per man, regardless of where prior time may have been worked, as long as it was for Contractor's account.

The "working week" begins at midnight Sunday.

The above rates for supervision and field labor include direct labor costs; consumable supplies, as shown in Exhibit "C" entitled "Consumable Supplies," dated April 1, 1966, copy attached and made a part hereof; insurance; taxes; overhead; profit; chemical supplies; chemical toilets; office and tool buildings; and tools having an initial cost of \$150 or less.

B. CONSTRUCTION EQUIPMENT LESS OPERATOR:

Description	Rate Per Hour
1/2-Ton Pickup or Car	\$ 1.00
1-Ton Winch Truck	2.20
2-Ton Flat Bed Truck	2.20
200 Amp Welding Machine	1.00
Air Tugger	3.00
Rollarc Machine	2.50
5 - 7-Ton (Model 210 Austin Western)-	10.00
10 - 12-Ton Hydraulic Crane	13.00
25-Ton Mobile Crane	16.00
105 - 125 Air Compressor	2.50
Electric Pipe Saw	2.00
Test Pump	1.00
Pipe Threading Machine	1.00

The above rates are to be paid for equipment that is on the site and required for the job, regardless of whether equipment is actually working 100% of the time. When equipment is no longer required, it is to be released and the rental terminated.

Rental rates include all maintenance, fuels, overhead, and profit and are based on using the equipment one shift of 8 hours per day, 40 hours per week, or 176 hours per month consisting of a 30-consecutive-day period.

C. SPECIAL EQUIPMENT:

Special construction equipment, such as scaffolding and hauling equipment for heavy non-mobile construction machinery, will be paid for at Contractor's invoice rental price plus a fee of five percent (5%).

D. MATERIALS:

All materials, including form lumber and accessories, fire extinguisher refills, drill bits, welding rod, acetylene and oxygen, furnished by Contractor, plus applicable transportation charges to jobsite and sales and use tax applicable thereto, will be paid for at invoice cost plus a markup of five percent (5%) for overhead and profit. Excluded specifically are small tools costing \$150 or less and consumable supplies as shown in attached Exhibit "C". (Invoice cost is defined as the net price after all trade discounts, allowances, credits, salvage, and commissions, but not cash discounts, which accrue to Contractor have been subtracted from gross invoice prices.) All such discounts and credits shall be extended to Enjay even though Contractor, through negligence, does not take advantage of such items. Circumstances beyond Contractor's control which prevent taking advantage of such discounts, etc., shall be reviewed with Enjay.

E. TOOLS OVER \$150 INITIAL COST:

Air and electric power tools, such as 3-ton chain blocks, jack-hammers, vibrators, impact wrenches, air drills, clay spades, and sheeting hammers, furnished by Contractor will be paid for at a rate of \$4.00 per eight (8) hour day per tool furnished.

F. SUBCONTRACTS:

Contractor will be reimbursed for payments made under subcontracts and agreements for outside shop work entered into with Enjay's prior approval covering materials and services in connection with the work, plus a fee of five percent (5%).

FOR OTHER BILLING ON ITEMS "B" AND "E"

In some cases, certain tools and equipment will be required on the job for short periods. In these cases where usage is not sufficient to qualify for payment on a monthly basis, the applicable hourly, daily, and weekly rates shall be used.

IDLE TIME FOR TOOLS ON ITEM "E"

Some tools may be required on the job full time but used only periodically. These tools are not to be shown on the daily time sheets. Payment for these rental items will be on a monthly basis and shall be supported by a monthly statement which has been signed by Contractor and approved by Enjay.

SUPPORT DATA FOR INVOICES

A. LABOR

A special payroll form covering a one-week period will be furnished by Enjay to assist Contractor in preparation of invoices. All invoices rendered shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

B. EQUIPMENT AND TOOL RENTAL

A special equipment rental report form covering a calendar week will be furnished by Enjay to assist Contractor in preparation of invoices. All invoices covering equipment and tool rental shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

C. MATERIALS

When materials furnished by Contractor are delivered to the jobsite, or as soon thereafter as practical, the Contractor shall have a representative of Enjay sign a shipping notice, bill of lading, material received report, or other document that describes and lists the material received. The signed document, attesting that such material was received by Enjay, shall be attached to Contractor's invoice when submitted to Enjay.

AUDIT CLAUSE

Enjay and its duly authorized representatives shall have access to the books, payrolls, and other records maintained by Contractor and its affiliates which relate to the costs and expenses of this Contract, and shall have the right to audit such books, payrolls and records at any reasonable time or times during the Contract period and for a reasonable time after completion of this Contract.

4. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Enjay's Baytown Chemical Plant until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such regulations by Contractor nor Enjay's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

5. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Enjay reserves the right to have an inspector on the job. Any material which Enjay considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Enjay shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

6. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Enjay's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Enjay being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Enjay agree as follows:

A. Contractor agrees to indemnify and hold Enjay harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Enjay or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Enjay, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Enjay and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Enjay's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which results in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Enjay, except that Contractor shall not be responsible or liable for such damage to Enjay's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (including Contractors' Protective Liability when subcontractors are used), covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$100,000 for each accident, and \$100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Enjay that all insurance required under this agreement is in force and carried with companies acceptable to Enjay and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Enjay. Upon request of Enjay, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Enjay shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

7. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Enjay by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Enjay harmless from and against all such claims and liens.

8. Contractor agrees that if, in the opinion of Enjay, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Enjay may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Enjay should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a

reasonable rental for the use of such tools and equipment during the period of use by Enjay and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Enjay, ordinary wear and tear excepted. Should Enjay take over the completion of said job, or obtain another contractor to do so Enjay shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Enjay shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

9. Contractor agrees that upon the completion by it and acceptance by Enjay of the work herein contracted for it will furnish Enjay with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Enjay to Contractor, subject, however, to the right in Enjay to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Enjay that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Enjay, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Enjay's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

10. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

11. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

12. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Enjay may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Enjay with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Enjay on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Enjay may be required or deems it necessary to pay. In addition, Enjay, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

13. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Enjay, any such material or equipment which may become defective within one (1) year from Enjay's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Enjay to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Enjay's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

14. In the event Enjay loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Enjay as to their condition;

c. To return such tools or equipment to Enjay at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Enjay harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 14, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Enjay may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Enjay.

15. Enjay may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Enjay may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Enjay desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 3 above, Contractor shall submit to Enjay an estimate of such increase or decrease. Should Enjay desire to proceed in accordance with such estimate, Enjay shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Enjay's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

16. Contractor shall procure Enjay's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Enjay but shall contain a provision permitting assignment thereof by Contractor to Enjay.

17. It is understood and agreed that Enjay may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

BROWN & ROOT, INC.

ATTEST:

By *L. J. Derrick*
Vice-President
L. J. DERRICK

Secretary

ENJAY CHEMICAL COMPANY

By *R. L. ...*
Manager, Baytown Plant
A. T. ...

JAP:tk

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF **TEXAS** |COUNTY OF **HARRIS** |

Before me, the undersigned authority, on this day personally
appeared L. J. DERRICK known to me to be the
person whose name is subscribed to the foregoing instrument as

VICE PRESIDENT of BROWN & ROOT, INC.,

and acknowledged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity stated, and as the act
and deed of said BROWN & ROOT, INC.

Given under my hand and seal of office, this the 12th
day of October, A. D., 1967.

[Signature]
Notary Public in and for
Harris **Texas**
County, _____

(SEAL)

EXX 007140

ENJAY'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared R.L. GRANDY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Enjay Chemical Company.

Given under my hand and seal of office, this the 11th day of October, A.D., 1967

Annalisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1968

EXX 007141

Work Request 48-8142; Appropriation 52-9142

Contract No.

C-00-1978-C

THIS AGREEMENT, entered into this 21st day of April

1967, by and between HUMBLE OIL & REFINING COMPANY,

hereinafter referred to as "Humble," and BROWN & ROOT, INC.

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work, as designated by Humble, at FCCU 3 during Turnaround 5. This turnaround is expected to occur starting sometime before October 15, 1967. It is expected to last 6-7 weeks. Work is to be performed on the basis of two 8-hour shifts, six (6) days per week. On a general basis, work is to be in accordance with "Specifications for Cleaning and Repairs to Pressure Vessels and Piping, FCCU No. 3 Turnaround 5, Humble Oil & Refining Company, Baytown, Texas," dated March 16, 1967; Exhibit "A" entitled "General Specifications," dated February 1, 1966; and Exhibit "B" entitled "Repairs to Pressure Vessels, FCCU No. 3 Turnaround 5," dated March 16, 1967, copy of each and of each drawing referred to in the specifications attached and made a part hereof.

All costs involved in obtaining welding procedures, welding procedure qualifications, and welder qualifications will be treated as reimbursable items hereunder. This includes time spent by welders in taking qualification tests.

Upon completion of work, all left-over material, including temporary buildings and structures, which have been paid for by Humble, shall be salvaged and delivered to Humble.

PAYMENT

2. As consideration for the satisfactory performance and completion of this work by Contractor, Humble agrees to pay Contractor in accordance with the following schedule:

A. WAGE RATE SCHEDULES:

<u>Classification</u>	<u>\$ Per Man-Hour</u>	
	<u>Straight Time</u>	<u>Overtime</u>
Field Superintendent	8.00	8.00
Foreman	6.74	9.46
Job Clerk	5.21	7.32
Tool Room Man	4.52	6.34
Welder	6.05	8.49
Boilermaker	6.05	8.49
Electrician	6.05	8.49
Pipe Fitter	6.05	8.49

EXX 007142

<u>Classification</u>	<u>\$ Per Man-Hour</u>	
	<u>Straight Time</u>	<u>Overtime</u>
Carpenter	5.91	8.29
Heavy Operator	5.91	8.29
Light Operator	5.21	7.32
Truck Driver	4.17	5.85
Helper	4.52	6.34
Laborer	2.78	3.90
Rigger	6.05	8.49

NOTE: The "Straight Time" per man-hour shall apply for all work performed up to and including forty (40) hours per working week per man.

The "Overtime" per man-hour rate shall apply for all work performed in excess of forty (40) hours per working week per man.

The "working week" begins at midnight Sunday.

The above rates for supervision and field labor include direct labor costs; consumable supplies, as shown in Exhibit "C" entitled "Consumable Supplies," dated April 1, 1966, copy attached and made a part hereof; insurance; taxes; overhead; profit; chemical supplies; chemical toilets; office and tool buildings; and tools having an initial cost of \$150 or less.

The above rates shall be increased \$0.14 per hour on straight time rates and \$0.20 per hour on overtime rates for work on the 4-12 p.m. (nominal) shift.

B. CONSTRUCTION EQUIPMENT LESS OPERATOR:

<u>Description</u>	<u>Hourly</u>
1/2-Ton Pickup or Car	\$ 1.00
2-Ton Winch Truck	2.20
2-Ton Flat Bed Truck	2.20
200 Amp Welding Machine	1.00
10-Ton Hydraulic Crane	13.00
Air Tugger	3.00
Hotarc Machine	2.50

Rental rates include all maintenance, fuels, overhead and profit and are based on using the equipment one shift of 8 hours per day, 40 hours per week, or 176 hours per month consisting of a 30-consecutive-day period.

C. SPECIAL EQUIPMENT:

Special construction equipment, such as scaffolding and hauling equipment for heavy non-mobile construction machinery, will be paid for at Contractor's invoice rental price plus a fee of five percent (5%).

D. MATERIALS:

All materials, including form lumber and accessories, fire extinguisher refills, drill bits, welding rod, acetylene and oxygen, furnished by Contractor, plus applicable transportation charges to jobsite and sales and use tax applicable thereto, will be paid for at invoice cost, plus a markup of five percent (5%) for overhead and profit. Excluded specifically are small tools costing \$150 or less and consumable supplies as shown in attached Exhibit "C". (Invoice cost is defined as the net price after all trade discounts, allowances, credits, salvage, and commissions, but not cash discounts, which accrue to Contractor have been subtracted from gross invoice prices.) All such discounts and credits shall be extended to Humble even though Contractor, through negligence, does not take advantage of such items. Circumstances beyond Contractor's control which prevent taking advantage of such discounts, etc., shall be reviewed with Humble.

E. TOOLS OVER \$150 INITIAL COST:

Air and electric power tools, such as 3-ton chain blocks, jackhammers, vibrators, impact wrenches, air drills, clay spades, and sheeting hammers, furnished by Contractor will be paid for at the rate of \$4.00 per eight (8) hour day per tool furnished.

F. SUBCONTRACTS:

Contractor will be reimbursed for payments made under subcontracts and agreements for outside shop work entered into with Humble's prior approval covering materials and services in connection with the work, plus a fee of five percent (5%). Rates applying to outside shop work shall correspond with those listed above under "Field Labor."

FOR OTHER BILLING ON ITEMS "B" AND "E"

In some cases, certain tools and equipment will be required on the job for short periods. In these cases where usage is not sufficient to qualify for payment on a monthly basis, the applicable hourly, daily, and weekly rates shall be used.

IDLE TIME FOR TOOLS ON ITEM "E"

Some tools may be required on the job full time but used only periodically. These tools are not to be shown on the daily time sheets. Payment for these rental items will be on a monthly basis and shall be supported by a monthly statement which has been signed by Contractor and approved by Humble.

SUPPORT DATA FOR INVOICES

A. Labor

A special payroll form covering a 1-week period will be furnished by Humble to assist Contractor in preparation of invoices. All invoices rendered shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

B. Equipment and Tool Rental

A special equipment rental report form covering a calendar week will be furnished by Humble to assist Contractor in preparation of invoices. All invoices covering equipment and tool rental shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

C. Materials

When materials furnished by Contractor are delivered to the jobsite, or as soon thereafter as practical, the Contractor shall have a representative of Humble sign a shipping notice, bill of lading, material received report, or other document that describes and lists the material received. This signed document, attesting that such material was received by Humble, shall be attached to Contractor's invoice when submitted to Humble.

AUDIT CLAUSE

Humble and its duly authorized representatives shall have access to the books, payrolls, and other records maintained by Contractor and its affiliates which relate to the costs and expenses of this Contract, and shall have the right to audit such books, payrolls and records at any reasonable time or times during the Contract period and for a reasonable time after completion of this Contract.

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance *(including Contractors' Protective Liability when subcontractors are used)*, covering

(a) Bodily injury liability with a limit of not less than **\$100,000** for one person injured or killed and, subject to such limit, **\$100,000** for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than **\$100,000** for each accident, and **\$100,000** aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

SECRETARY

HJM:rb

BROWN & ROOT, INC.

By

L. J. Derrick
V.P. - PRESIDENT
L. J. DERRICK

HUMBLE OIL & REFINING COMPANY

By

M. Hoot
PURCHASING MANAGER
BAYTOWN REFINERY

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF **TEXAS**
COUNTY OF **HARRIS**

Before me, the undersigned authority, on this day personally
appeared L. J. DERRICK known to me to be the
person whose name is subscribed to the foregoing instrument as
VICE PRESIDENT of BROWN & ROOT, INC.,
and acknowledged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity stated, and as the act
and deed of said BROWN & ROOT, INC.

Given under my hand and seal of office, this the 22nd
day of April, A. D., 1967.

C. L. Lullgar
Notary Public in and for
HARRIS County, TEXAS

EXX 007151

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared A. C. GOTE known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 20th day of April, A.D., 1967.

Dorothy H. Keoughan
Notary Public in and for
Harris County, Texas

DOROTHY H. KEOUGHAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

EXX 007152

27-5232

CONTRACT CHANGE ORDER

APPROPRIATION \$ 52-9142; 48-8142
WORK REQUEST

Change Order 3, Issued June 29, 1967 to Contract C-00-3878-C
 Dated April 20, 1967 between Humble Oil & Refining Company
 and BROWN & ROOT, INC., Contractor.
 Unit, Equipment, or Facility Involved FCCU 3

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Add the following classification under Paragraph 2.A:

	\$ / Man-Hour	
	<u>Straight Time</u>	<u>Overtime</u>
General Foreman	\$7.10	\$9.94

ORIGINAL AMOUNT OF CONTRACT	\$	<u>Unit Price</u>
ADDITION		
AMOUNT OF THIS DEDUCTION	\$	<u>Unit Price</u>

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.

Ch. L. Lueg
Project Manager
 (Title)

HJM:tk

HUMBLE OIL & REFINING COMPANY

By: [Signature]
 Materials Manager
 Baytown Refinery

EXX 007153

27-5232
842-0024
[Signature]

27-5237
[Signature]

CONTRACT CHANGE ORDER

APPROPRIATION 52-9142
WORK REQUEST 48-8142

Change Order 1, Issued May 10, 1967 to Contract C-00-3878-C
Dated April 20, 1967 between Humble Oil & Refining Company
and Brown & Root, Inc., Contractor.
Unit, Equipment, or Facility Involved FCCU 3

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Add the following classifications under Paragraph 2.A:

	<u>\$ Per Man-Hour</u>	
	<u>Straight Time</u>	<u>Overtime</u>
Pipe Spooler and Detailer	6.74	9.46
Field Engineer	6.74	9.46

ORIGINAL AMOUNT OF CONTRACT \$ Unit Price
ADDITION
AMOUNT OF THIS ~~EXCESS~~ \$ Unit Price

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.
[Signature]
[Signature]
HJM:aj (Title)

HUMBLE OIL & REFINING COMPANY

By: *[Signature]*
Materials Manager
Baytown Refinery

EXX 007154

27-5232

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 2, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

October 16, 1967

Contract No. B-00-7360-C

Enjay Chemical Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

We wish to submit rates on the following items of labor and equipment which are necessary for subject project but not covered in original contract:

	<u>Straight time</u>	<u>Overtime</u>
Painter	\$ 5.91	\$ 8.29
Instrument Fitter	6.05	8.49
Millwright	6.05	8.49
Instrument Technician	8.25	10.75
6 Sack Sand Blasting Machine	3.00	
600 C.F. Air Compressor	6.00	

Thanking you for your usual attention, we remain,

Yours very truly,

BROWN & ROOT, INC.

C. E. Littlepage
C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. <u>2</u>
CONTRACT NO. <u>B-00-7360-C</u> DATED: <u>10/11/67</u>
ADDITION/ (DELETION) \$ <u>UNIT PRICE, NO CHANGE</u> <u>IN SCOPE OF WORK.</u>
Enjay Chemical Company
APPROVED: <u>J. A. Prudman</u>
ADD DATE: <u>10/19/67</u>
EXCERPTS <u>YES</u>
PROJ. ENG: <u>P. A. OSTERMAN</u> OWNER: <u>E. L. DEAN</u>

EXX 007155

7-5232
642-0078

27-5232

CONTRACT CHANGE ORDER

APPROPRIATIONS 52-9142; 48-8142
WORK REQUEST

Change Order 2, Issued May 22, 1967 to Contract C-00-3873-C
Dated April 20, 1967 between Humble Oil & Refining Company
and BROWN & ROOT, INC., Contractor.
Unit, Equipment, or Facility Involved FCCU 3

Contractor is authorized and agrees to make the following additions to or deductions from the work provided under the above Contract, performance of and payment therefor, except as otherwise specified herein, to be subject to all terms and conditions of said Contract:

Add the following classification under Paragraph 2.8:

<u>Description</u>	<u>Hourly</u>
5-Ton Austin Western Model 210	\$ 10.00

	<u>Unit Price</u>
ORIGINAL AMOUNT OF CONTRACT	\$
ADDITION	\$
AMOUNT OF THIS DEDUCTION	\$

IN WITNESS WHEREOF the parties hereto have executed this Change Order the day and year first above written.

ACCEPTED:

BROWN & ROOT, INC.

P. E. Liacouras
Project Manager
(Title)

HJH:tk

HUMBLE OIL & REFINING COMPANY

By: [Signature]
Materials Manager
Baytown Refinery

EXX 007156

27-5232

27-5232

BROWN & ROOT, INC. Engineers; Constructors



POST OFFICE BOX 5, HOUSTON, TEXAS 77001 - CABLE ADDRESS BROWNBLT

September 1, 1967

Contract No. B-00-7357-C

Enjay Chemical Company
Baytown, Texas

Attention: Mr. D. C. Seamans

Gentlemen:

In accordance with discussion in Contractor's pre-construction meeting this date, we are pleased to offer the following supplemental rates for use on above captioned project:

	<u>Straight Time</u>	<u>Overtime</u>
Painter	\$5.91	\$8.29
Instrument Fitter	6.05	8.49
Instrument Technician	8.25	10.75
Millwright	6.05	8.49
600 CF Air Compressor	6.00	-

Thanking you for the opportunity of submitting these additional rates, we remain,

Yours truly,

BROWN & ROOT, INC.

C. E. Littlepage

CEL/ms

CONTRACT CHANGE ORDER NO. <u>1</u>
CONTRACT NO. <u>B-00-7357-C</u> DATED: <u>8-29-67</u>
ADDITIONAL (DETERMINED) <u>Unit prices</u>
Enjay Chemical Company
APPROVED: <u>[Signature]</u>
DATE: <u>[Signature]</u>
EXCELLENCE <u>✓</u>
PROJ. ENG. <u>Don Brown</u> OWNER: <u> </u>

EXX 007157

27-5232

27-5232

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

Handwritten initials

September 19, 1967

Contract No. B-00-7357
Vistanex Project, Butyl Plant

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. D. C. Seamans

Gentlemen:

We wish to quote an additional price for equipment necessary
for painting.

6 Sack Sand Blasting Machine \$3.00 Hr.

Thank you for the opportunity of submitting this additional rate,
and we trust that it meets with your approval.

Yours truly,

BROWN & ROOT, INC.

Handwritten signature of B. R. Fleming
B. R. Fleming

BRF:ns

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>B-00-7357-C</u>	DATED: <u>9/19/67</u>
ADDITION/ DELETION \$ <u>Unit Price</u>	
Humble Oil & Refining Company:	
APPROVED: <i>Handwritten signature</i>	
DATE: <u>9/22/67</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>Don Brown</u>	OWNER: _____

EXX 007158

27-5232

27-5232

542-7000 A

Work Request 732-5000; Appropriations 107-9061
and 107-7061

Contract No. B-00-7357-C

THIS AGREEMENT, entered into this 27th day of August,
1967, by and between ENJAY CHEMICAL COMPANY, hereinafter referred to as
"Enjay," and **BROWN & ROOT, INC.**

hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein
and the payments provided for herein Enjay and Contractor agree as follows:

1. If any provision of this Agreement incorporates by reference into
this Agreement or provides for the attachment hereto of any safety specifi-
cations, engineering standards, or other documents issued in the name of
Humble Oil & Refining Company, then for the purpose of this Agreement, Enjay
hereby adopts those documents and any references to "Humble" therein shall
be construed as references to Enjay.

2. Contractor agrees to begin immediately and press with due diligence
until completion in a careful and workmanlike manner, with the necessary
labor, supervision, tools, equipment, and materials, furnished and maintained
by Contractor at its own cost and expense except as hereinafter provided,
certain work briefly described as follows:

Perform all work, as designated by Enjay, and in accordance with
specifications entitled "Specifications for Vistanex Project, RHB and FHB,
Butyl Plant, Enjay Chemical Company, Baytown plant, Baytown, Texas," dated
August 28, 1967; Exhibit "A" entitled "General Specifications," dated May 1,
1966; and Exhibit "B" entitled "Specifications for Vistanex Project, RHB and
FHB, Butyl Plant," dated August 28, 1967, said specifications and exhibits
being attached hereto and made a part hereof.

Contractor agrees to begin work immediately and to make every effort
to complete the work in FHB Unit by October 15, 1967, and to complete remaining
work in the RHB Unit by October 25, 1967.

All costs involved in obtaining welding procedures, welding procedure
qualifications, and welder qualifications will be treated as reimbursable items
hereunder. This includes time spent by welders in taking qualification tests.

Upon completion of work, all left-over material, including temporary
buildings and structures, which have been paid for by Enjay, shall be salvaged
and delivered to Enjay.

PAYMENT

3. As consideration for the satisfactory performance and completion of
this work by Contractor, Enjay agrees to pay Contractor in accordance with the
following schedule:

A. WAGE RATE SCHEDULES:

Classification	\$ Per Man-Hour	
	Straight Time	Overtime
Field Superintendent	8.00	8.00
General Foreman	7.10	9.94
Foreman	6.74	9.46

EXX 007159

A. WAGE RATE SCHEDULES: (Continued)

Classification	\$ Per Man-Hour	
	Straight Time	Overtime
Field Engineer	6.74	9.46
Detailer (Pipe Spooling & Material Take-offs)	6.74	9.46
Job Clerk	5.21	7.32
Tool Room Man	4.52	6.34
Welder	6.05	8.49
Boilermaker	6.05	8.49
Electrician	6.05	8.49
Pipefitter	6.05	8.49
Rigger	6.05	8.49
Carpenter	5.91	8.29
Heavy Operator	5.91	8.29
Light Operator	5.21	7.32
Truck Driver	4.17	5.85
Helper (all crafts)	4.52	6.34
Laborer	2.78	3.90

NOTE: The "Straight Time" per man-hour shall apply for all work performed up to and including forty (40) hours per working week per man.

The "Overtime" per man-hour rate shall apply for all work performed in excess of forty (40) hours per working week per man, regardless of where prior time may have been worked, as long as it was for Contractor's account.

The "working week" begins at midnight Sunday.

The above rates for supervision and field labor include direct labor costs; consumable supplies, as shown in Exhibit "C" entitled "Consumable Supplies," dated April 1, 1966, copy attached and made a part hereof; insurance; taxes; overhead; profit; chemical supplies; chemical toilets; office and tool buildings; and tools having an initial cost of \$150 or less.

B. CONSTRUCTION EQUIPMENT LESS OPERATOR:

Description	Rate Per Hour
1/2-Ton Pickup or Car	\$ 1.00
2-Ton Winch Truck	2.20
2-Ton Flat Bed Truck	2.20
200 Amp Welding Machine	1.00
Air Tugger	3.00
Helarc Machine	2.50
5 - 7-Ton (Model 210 Austin Western)	10.00
10 - 12-Ton Hydraulic Crane	13.00
25-Ton Mobile Crane	16.00
105 - 125 Air Compressor	2.50
Electric Pipe Saw	2.00
Test Pump	1.00
Pipe Threading Machine	1.00

Rental rates are to be paid for equipment that is on the site and required for the job regardless of whether equipment is actually working 100% of the time. When equipment is no longer required, it is to be released and the rental terminated.

Rental rates include all maintenance, fuels, overhead and profit and are based on using the equipment one shift of 8 hours per day, 40 hours per week, or 176 hours per month consisting of a 30-consecutive-day period.

C. SPECIAL EQUIPMENT:

Special construction equipment, such as scaffolding and hauling equipment for heavy non-mobile construction machinery, will be paid for at Contractor's invoice rental price plus a fee of five percent (5%).

D. MATERIALS:

All materials, including form lumber and accessories, fire extinguisher refills, drill bits, welding rod, acetylene and oxygen, furnished by Contractor, plus applicable transportation charges to jobsite and sales and use tax applicable thereto, will be paid for at invoice cost, plus a markup of five percent (5%) for overhead and profit. Excluded specifically are small tools costing \$150 or less and consumable supplies as shown in attached Exhibit "C". (Invoice cost is defined as the net price after all trade discounts, allowances, credits, salvage, and commissions, but not cash discounts, which accrue to Contractor have been subtracted from gross invoice prices.) All such discounts and credits shall be extended to Enjay even though Contractor, through negligence, does not take advantage of such items. Circumstances beyond Contractor's control which prevent taking advantage of such discounts, etc., shall be reviewed with Enjay.

E. TOOLS OVER \$150 INITIAL COST:

Air and electric power tools, such as 3-ton chain blocks, jackhammers, vibrators, impact wrenches, air drills, clay spades, and sheeting hammers, furnished by Contractor will be paid for at the rate of \$4.00 per eight (8) hour day per tool furnished.

F. SUBCONTRACTS:

Contractor will be reimbursed for payments made under subcontracts and agreements for outside shop work entered into with Enjay's prior approval covering materials and services in connection with the work, plus a fee of five percent (5%). Rates applying to outside shop work shall correspond with those listed above under "Field Labor."

FOR OTHER BILLING ON ITEMS "B" AND "E"

In some cases, certain tools and equipment will be required on the job for short periods. In these cases where usage is not sufficient to qualify for payment on a monthly basis, the applicable hourly, daily, and weekly rates shall be used.

TOLE TIME FOR TOOLS ON ITEM "E"

Some tools may be required on the job full time but used only periodically. These tools are not to be shown on the daily time sheets. Payment for these rental items will be on a monthly basis and shall be supported by a monthly statement which has been signed by Contractor and approved by Enjay.

SUPPORT DATA FOR INVOICES

A. Labor

A special payroll form covering a 1-week period will be furnished by Enjay to assist Contractor in preparation of invoices. All invoices rendered shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

3. Equipment and Tool Rental

A special equipment rental report form covering a calendar week will be furnished by Enjay to assist Contractor in preparation of invoices. All invoices covering equipment and tool rental shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

C. Materials

When materials furnished by Contractor are delivered to the jobsite, or as soon thereafter as practical, the Contractor shall have a representative of Enjay sign a shipping notice, bill of lading, material received report, or other document that describes and lists the material received. This signed document, attesting that such material was received by Enjay, shall be attached to Contractor's invoice when submitted to Enjay.

AUDIT CLAUSE

Enjay and its duly authorized representatives shall have access to the books, payrolls, and other records maintained by Contractor and its affiliates which relate to the costs and expenses of this Contract, and shall have the right to audit such books, payrolls and records at any reasonable time or times during the Contract period and for a reasonable time after completion of this Contract.

4. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Enjay's Baytown Chemical Plant until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such regulations by Contractor nor Enjay's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

5. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Enjay reserves the right to have an inspector on the job. Any material which Enjay considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Enjay shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

6. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Enjay's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Enjay being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Enjay agree as follows:

A. Contractor agrees to indemnify and hold Enjay harmless from all claims, actions, demands, loss and causes of action arising:

- (1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Enjay or its employees.
- (2) From (a) injuries to or deaths of persons, including employees and representatives of Enjay, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Enjay and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Enjay's property resulting from fire or explosion.
- (3) From damage to property or injury to or death of persons which results in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Enjay, except that Contractor shall not be responsible or liable for such damage to Enjay's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (including Contractors' Protective Liability when subcontractors are used), covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$ 100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$ 100,000 for each accident, and \$ 100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Enjay that all insurance required under this agreement is in force and carried with companies acceptable to Enjay and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Enjay. Upon request of Enjay, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Enjay shall have the right to procure same and deduct the cost therefrom from the consideration to be paid Contractor hereunder.

7. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Enjay by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Enjay harmless from and against all such claims and liens.

8. Contractor agrees that if, in the opinion of Enjay, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Enjay may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Enjay should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a

reasonable rental for the use of such tools and equipment during the period of use by Enjay and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Enjay, ordinary wear and tear excepted. Should Enjay take over the completion of said job, or obtain another contractor to do so Enjay shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Enjay shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

9. Contractor agrees that upon the completion by it and acceptance by Enjay of the work herein contracted for it will furnish Enjay with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Enjay to Contractor, subject, however, to the right in Enjay to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Enjay that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Enjay, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Enjay's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

10. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

11. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

12. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Enjay may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Enjay with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Enjay on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Enjay may be required or deems it necessary to pay. In addition, Enjay, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

13. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Enjay, any such material or equipment which may become defective within one (1) year from Enjay's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Enjay to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Enjay's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

14. In the event Enjay loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Enjay as to their condition;

c. To return such tools or equipment to Enjay at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Enjay harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 14, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Enjay may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Enjay.

15. Enjay may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Enjay may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Enjay desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 3 above, Contractor shall submit to Enjay an estimate of such increase or decrease. Should Enjay desire to proceed in accordance with such estimate, Enjay shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Enjay's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

16. Contractor shall procure Enjay's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Enjay but shall contain a provision permitting assignment thereof by Contractor to Enjay.

17. It is understood and agreed that Enjay may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

BROWN & ROOT, INC.

ATTEST:

Secretary

By Howard Payne
PRESIDENT HOWARD PAYNE
Senior Vice President

ENJAY CHEMICAL COMPANY

By Ed Edman
Acting Manager
Baytown Plant

DCS:aj

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF **TEXAS** |COUNTY OF **HARRIS** |

Before me, the undersigned authority, on this day personally
appeared Howard Payne known to me to be the
person whose name is subscribed to the foregoing instrument as

John Vice President of Brown & Root, Inc.,

and acknowledged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity stated, and as the act
and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 1st
day of September, A. D., 1967.

C. L. Lutz
Notary Public in and for
Harris County, Texas

EXX 007169

ENJAY'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared E. W. Edman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Enjay Chemical Company.

Given under my hand and seal of office, this the 29th day of August, A.D., 1967.

Dorothy H. Keoughan
Notary Public in and for
Harris County, Texas

DOROTHY H. KEOUGHAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

EXX 007170

The Travelers Indemnity Company

Hartford, Connecticut



Policy
Number

— RKSLG-3013615

DECLARATIONS

COMPREHENSIVE AUTOMOBILE—GENERAL LIABILITY POLICY

Item 1. Named Insured

THE M W KELLOGG CO A DIVISION OF
PULLMAN INC
711 THIRD AVE
NEW YORK NY

Address
(No., street, town, county, state)

Item 2. Policy Period:

From

DEC 31 1966

to

DEC 31 1967

12:01 A.M.†

Item 3.

Parts	Coverages		Limits of Liability			Advance Premium
			each person	each occurrence	aggregate	
L1	Comprehensive	Bodily Injury Liability	250M	500M	500M	SEE
	General	Property Damage Liability	==	100M	100M	\$
	Comprehensive	Bodily Injury Liability	M	M	==	\$ ADVANCE
	Automobile	Property Damage Liability	==	M	==	\$
L3	Contractual	Bodily Injury Liability	250M	500M	==	\$
	Liability	Property Damage Liability	==	100M	100M	\$ PREM
	Premises		\$	each person		\$
	Medical Payments		\$	M each accident		\$
	Automobile Medical Payments		\$	each person		\$
	Uninsured Motorists		\$	M each person		\$
	(Damages for Bodily Injury)		\$	M each accident		\$ END
	Comprehensive		\$			\$
	Automobile Collision		ACV Less \$	Deductible		\$
	Physical	Fire, Lightning or Transportation				\$
	Damage	Theft				\$
		Combined Additional				\$
L15A	PERSONAL INJURY LIABILITY					\$
						\$
	Symbol numbers of Schedules, Endorsements, and additional Coverage Parts forming a part of this policy on its effective date.					\$ 5741 \$ 2669 Total Advance Premium
	SEE END 9380					

The insurance afforded is only with respect to such of the Coverage Parts as are indicated by Symbol Number and the Coverages therein as are indicated by specific premium charge. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto. In any Limits of Liability space the letter "M" means "Thousands of Dollars" and the letters "ACV" mean "Actual Cash Value".

Item 4. (a) The named insured is: individual ☐; partnership ☐; corporation ☐; joint venture ☐; other: **COMPANY**

(b) Audit Period: Annual, unless otherwise stated: semi-annual ☐; quarterly ☐; monthly ☐

Item 5. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

General Liability Coverage Parts—The declarations are completed on an accompanying schedule designated "General Liability Hazards".

Automobile Liability Coverage Parts—The declarations are completed on an accompanying schedule designated "Automobile Liability Hazards".

†Standard time at the address of the named insured as stated herein.

Countersigned by

George P. McSwath

Keep this declarations page in your "Policy Jacket—Edition July 1, 1966", Form C-11113. These declarations and all Coverage Parts, Schedules and Endorsements issued to form a part hereof, together with your Policy Jacket, form your complete insurance policy.

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I. Coverage A—Bodily Injury Liability

Coverage B—Property Damage Liability

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. *bodily injury* or

Coverage B. *property damage*

to which this insurance applies, caused by an *occurrence*, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any *automobile* or aircraft owned or operated by or rented or loaned to the named insured, or
 - (2) any other *automobile* or aircraft operated by any person in the course of his employment by the named insured; but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to the named insured;
- (c) to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to the named insured;
- (d) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of any *watercraft*, if the *bodily injury* or *property damage* occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to *bodily injury* or *property damage* included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an *incidental contract*;
- (e) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an *incidental contract*, or
 - (2) expenses for first aid under the Supplementary Payments provision.
- (f) to *bodily injury* or *property damage* for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor,
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to *bodily injury* to any employee of the insured arising out of and in the course of his employment by the insured, but this exclusion does not apply to liability assumed by the insured under an *incidental contract*;
- (i) to *property damage* to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at premises owned by, rented to or controlled by the named insured;
- (j) to *property damage* to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to *bodily injury* or *property damage* resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to *bodily injury* or *property damage* resulting from the active malfunctioning of such products or work;
- (l) to *property damage* to the named insured's products arising out of such products or any part of such products;
- (m) to *property damage* to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. Persons Insured

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor.

(Continued on page 2)

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EXX 012827

- (b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - (c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - (d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and
 - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,
 - (i) an employee of the *named insured* while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:
- (1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or
 - (2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. Limits of Liability

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the company's liability is limited as follows:

Coverage A—The limit of *bodily injury* liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all *damages* because of *bodily injury* sustained by one person as the result of any one *occurrence*; but subject to the above provision respecting "each person", the total liability of the company for all *damages* because of *bodily injury* sustained by two or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the declarations as applicable to "each *occurrence*".

Subject to the above provisions respecting "each person" and "each *occurrence*", the total liability of the company for all *damages* because of (1) all *bodily injury* included within the *completed operations hazard* and (2) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all *damages* because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the declarations as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all *damages* because of all *property damage* to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of *property damage* liability stated in the declarations as "aggregate":

- (1) all *property damage* arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (2) below;
- (2) all *property damage* arising out of and occurring in the course of operations performed for the *named insured* by independent contractors and general supervision thereof by the *named insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (2) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *named insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard*.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3), above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B—For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. Policy Period; Territory

This insurance applies only to *bodily injury* or *property damage* which occurs during the policy period within the *policy territory*.

AMENDMENT OF CANCELATION CONDITION

(Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only. It is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

3850A


Secretary


Secretary

C-8428 9-58 PRINTED IN U.S.A.

EXX 012829

3991A

REMUNERATION OF EXECUTIVE OFFICERS—TEXAS

As respects executive officers in Texas, it is agreed that "\$200" shall be substituted for "\$300" in the definition of the word "remuneration" in Condition 1 of the policy.

THE TRAVELERS INSURANCE COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary


Secretary

3991A

C-7482 3-64 PRINTED IN U.S.A.

EXX 012830

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART
(Designated Contracts Only)

DECLARATIONS SCHEDULE

Forming part of Policy No. **RXSLG-3013615**

No.	Designation of Contracts	Code	Premium Bases	Rates		Advance Premium	
				B.I.	P.D.	B.I.	P.D.
	ALL WRITTEN CONTRACTS EXCEPT THOSE DEFINED IN THE DEFINITION OF THE POLICY SEE END 8000(B) (C) & (F)		(a) Number (b) Cost	(a) Per Contract (b) Per \$100 of Cost			
Total							

I. Coverage Y—Contractual Bodily Injury Liability

Coverage Z—Contractual Property Damage Liability

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage Y. *bodily injury or*

Coverage Z. *property damage*

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

(Continued on Page 2)

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EXX 012831

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART
(Designated Contracts Only)

DECLARATIONS SCHEDULE

Forming part of Policy No. **RXSLG-3013615**

No.	Designation of Contracts	Code	Premium Bases	Rates		Advance Premium	
				B.I.	P.D.	B.I.	P.D.
	ALL WRITTEN CONTRACTS EXCEPT THOSE DEFINED IN THE DEFINITION OF THE POLICY SEE END 8000(B) (C) & (F)		(a) Number (b) Cost	(a) Per Contract (b) Per \$100 of Cost			
Total							

I. Coverage Y—Contractual Bodily Injury Liability

Coverage Z—Contractual Property Damage Liability

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage Y. *bodily injury* or

Coverage Z. *property damage*

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(Continued on Page 2)

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EXX 012832

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Forming part of Policy No. **RKSLG-3013615**

Coverage	Limits of Liability
P. Personal Injury Liability The insurance afforded is only with respect to <i>personal injury</i> arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.	\$ 250,000 each person aggregate \$ 500,000 general aggregate Insured's Participation 0 %
Groups of Offenses	Advance Premium
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	\$ INCLUDED IN COMPOSITE
B. Libel, Slander, Defamation or Violation of Right of Privacy	\$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	\$
Minimum Premium \$	Total Advance Premium \$ INCLUDED IN COMPOSITE

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium for each group of offenses for which insurance is afforded shall be the following percentages of the basic limits "Owners", "Landlords" and "Tenants" and "Manufacturers" and "Contractors" earned bodily injury liability premium.

Group A **1.5** %
Group B **1.5** %
Group C **1.5** %

The premium developed as per above shall be subject to an increased limits of liability factor of **1.83**

I. Coverage P—Personal Injury Liability

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of injury (herein called "*personal injury*") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the *named insured's* business:

- Group A—false arrest, detention or imprisonment, or malicious prosecution;
- Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the *named insured*;
- Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the *insured* seeking *damages* on account of such *personal injury* even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *insured* under any contract or agreement;
- (b) to *personal injury* arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any *insured*;
- (c) to *personal injury* sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the *named insured*;
- (d) to *personal injury* arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the *named insured* was made prior to the effective date of this insurance;
- (e) to *personal injury* arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any *insured* with knowledge of the falsity thereof.

II. Persons Insured

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the *named insured* is designated in the declarations as an individual, the person so designated;
- (b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to *personal injury* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. Limits of Liability—Insured's Participation

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *personal injury*, or (3) claims made or suits brought on account of *personal injury*, the total liability of the company for all *damages* because of all *personal injury* to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of *personal injury* liability stated in the declarations as "each person aggregate".

Subject to the above provision respecting "each person aggregate", the total limit of the company's liability under this coverage for all *damages* shall not exceed the limit of *personal injury* liability stated in the declarations as "general aggregate".

- * If a participation percentage is stated in the schedule for the *insured*, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the *insured*; provided, the company may pay the *insured's* portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the *named insured* shall promptly reimburse the company therefor.

IV. Amended Definition

When used in reference to this insurance:

"*damages*" means only those *damages* which are payable because of *personal injury* arising out of an offense to which this insurance applies.

PREMIUM DISCOUNT ENDORSEMENT—NEW YORK

(Automobile and General Liability Insurance)

It is agreed that the premium pertaining to New York for Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **New York Standard Premium.** Such premium pertaining to New York computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the New York Standard Premium.
2. **Total Standard Premium For All States.** The Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—New York**
 - (a) **For policy periods of one year or less—**The New York Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "New York Premium Discount Percentages."
 - (b) **For policy periods of more than one year—**The New York Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "New York Premium Discount Percentages" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to New York, the amount of premium discount applicable to the New York Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the New York Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium and (2) the discount determined by applying to that portion of the New York Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
 - (d) The provisions of this endorsement shall not apply in the event the New York Standard Premium is \$100 or less and in no event shall the application of the provisions of this endorsement result in an earned premium of less than \$100 as applicable to New York.
4. **Table—New York Premium Discount Percentages.** Stated on Pages 2 and 3 of this endorsement.

5. **Policy Numbers** **Estimated Standard Premium**

RKSLG-3013615
RSLA-5888947
RPCA-487967
RCAX-509016
RSLGC-3542115

Total _____

Applicable Premium Discount Percentages based on Total Estimated Advance Standard Premium:

General Liability _____ %
Automobile Liability—Garages _____ %
Taxis, Livery, Buses and Long Haul Truckmen _____ %
All Other Automobile Liability _____ %

Amending Policy No. **RKSLG-3013615**

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

3760A


Secretary


Secretary

New York Premium Discount Percentages

(Forming a part of Endorsement 3760A)

Total Standard Premium (See Note)	General Liability	Automobile Liability for Garages	Taxi, Livery, Buses and Long Haul Truckmen	All Other Automobile Liability	Total Standard Premium (See Note)	General Liability	Automobile Liability for Garages	Taxi, Livery, Buses and Long Haul Truckmen	All Other Automobile Liability
(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
\$1,000 or less	0.0%	0.0%	0.0%	0.0%	\$7,000	10.6%	5.6%	2.8%	5.2%
1,050	0.7	0.3	0.1	0.3	7,200	10.7	5.7	2.9	5.3
1,100	1.2	0.6	0.1	0.5	7,400	10.9	5.8	3.0	5.4
1,150	1.6	0.7	0.1	0.7	7,600	11.0	5.9	3.1	5.5
1,200	1.9	0.9	0.2	0.8	7,800	11.1	6.0	3.3	5.6
1,250	2.3	1.1	0.2	1.0	8,000	11.2	6.1	3.4	5.7
1,300	2.6	1.2	0.2	1.1	8,200	11.3	6.2	3.5	5.7
1,350	2.9	1.4	0.3	1.2	8,400	11.4	6.3	3.6	5.8
1,400	3.1	1.5	0.3	1.3	8,600	11.5	6.3	3.6	5.9
1,450	3.4	1.6	0.3	1.4	8,800	11.6	6.4	3.7	6.0
1,500	3.6	1.7	0.3	1.5	9,000	11.7	6.5	3.8	6.0
1,550	3.8	1.8	0.4	1.6	9,200	11.8	6.5	3.9	6.1
1,600	4.0	1.9	0.4	1.7	9,400	11.9	6.6	4.0	6.2
1,650	4.2	2.0	0.4	1.8	9,600	12.0	6.7	4.0	6.2
1,700	4.4	2.1	0.4	1.9	9,800	12.1	6.7	4.1	6.3
1,750	4.6	2.2	0.4	2.0	10,000	12.2	6.8	4.2	6.4
1,800	4.7	2.3	0.5	2.0	10,500	12.4	6.9	4.4	6.5
1,850	4.9	2.3	0.5	2.1	11,000	12.5	7.1	4.5	6.6
1,900	5.0	2.4	0.5	2.2	11,500	12.7	7.2	4.6	6.7
1,950	5.2	2.5	0.5	2.2	12,000	12.8	7.3	4.8	6.8
2,000	5.4	2.6	0.5	2.3	12,500	12.9	7.3	4.9	6.9
2,100	5.6	2.7	0.5	2.4	13,000	13.0	7.4	5.0	7.0
2,200	5.8	2.8	0.6	2.5	13,500	13.1	7.5	5.1	7.0
2,300	6.0	2.9	0.6	2.6	14,000	13.2	7.6	5.1	7.1
2,400	6.2	3.0	0.6	2.7	14,500	13.3	7.6	5.2	7.2
2,500	6.4	3.0	0.6	2.7	15,000	13.4	7.7	5.3	7.3
2,600	6.5	3.1	0.6	2.8	16,000	13.6	7.8	5.5	7.4
2,700	6.7	3.2	0.6	2.9	17,000	13.7	7.9	5.6	7.5
2,800	6.8	3.2	0.6	2.9	18,000	13.8	8.0	5.7	7.5
2,900	6.9	3.3	0.7	3.0	19,000	13.9	8.1	5.8	7.6
3,000	7.1	3.4	0.7	3.0	20,000	14.0	8.2	5.9	7.7
3,100	7.2	3.4	0.7	3.1	21,000	14.1	8.2	5.9	7.7
3,200	7.3	3.5	0.7	3.1	22,000	14.2	8.3	6.0	7.8
3,300	7.4	3.5	0.7	3.2	23,000	14.2	8.3	6.1	7.9
3,400	7.5	3.6	0.7	3.2	24,000	14.3	8.4	6.1	7.9
3,500	7.5	3.6	0.7	3.2	25,000	14.4	8.5	6.2	8.0
3,600	7.6	3.6	0.7	3.3	27,500	14.5	8.5	6.3	8.1
3,700	7.7	3.7	0.7	3.3	30,000	14.8	8.8	6.5	8.3
3,800	7.8	3.7	0.7	3.3	32,500	15.3	9.2	6.8	8.6
3,900	7.8	3.7	0.7	3.4	35,000	15.7	9.5	7.1	8.9
4,000	7.9	3.8	0.8	3.4	37,500	16.1	9.8	7.3	9.2
4,200	8.1	3.8	0.8	3.5	40,000	16.4	10.1	7.5	9.4
4,400	8.2	3.9	0.8	3.5	42,500	16.7	10.3	7.7	9.6
4,600	8.3	3.9	0.8	3.5	45,000	16.9	10.5	7.8	9.8
4,800	8.4	4.0	0.8	3.6	47,500	17.1	10.7	8.0	10.0
5,000	8.5	4.1	0.9	3.7	50,000	17.3	10.8	8.1	10.1
5,200	8.8	4.3	1.2	3.9	52,500	17.5	11.0	8.2	10.3
5,400	9.1	4.5	1.4	4.1	55,000	17.7	11.1	8.3	10.4
5,600	9.3	4.7	1.6	4.3	57,500	17.8	11.2	8.4	10.5
5,800	9.5	4.8	1.8	4.4	60,000	18.0	11.3	8.5	10.6
6,000	9.7	5.0	2.0	4.6	62,500	18.1	11.5	8.6	10.7
6,200	9.9	5.1	2.2	4.7	65,000	18.2	11.5	8.6	10.8
6,400	10.1	5.3	2.3	4.8	67,500	18.3	11.6	8.7	10.9
6,600	10.3	5.4	2.5	5.0	70,000	18.4	11.7	8.8	10.9
6,800	10.4	5.5	2.6	5.1	72,500	18.5	11.8	8.8	11.0

(Continued on reverse side)

PREMIUM DISCOUNT ENDORSEMENT—NORTH CAROLINA

(Automobile and General Liability Insurance)

The premium pertaining to North Carolina for Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **North Carolina Standard Premium.** Such premium pertaining to North Carolina computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan and exclusive of any premium under any Automobile Liability Policy applicable with respect to automobiles classified as "Livery," "Buses other than School Buses" and "Long Haul Truckmen" shall be known as the North Carolina Standard Premium.
2. **Total Standard Premium for All States.** The Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—North Carolina**
 - (a) **For policy periods of one year or less**—The North Carolina Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "North Carolina Premium Discount Percentages."
 - (b) **For policy periods of more than one year**—The North Carolina Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "North Carolina Premium Discount Percentages" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to North Carolina, the amount of premium discount applicable to the North Carolina Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the North Carolina Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the North Carolina Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **Table—North Carolina Premium Discount Percentages.** Stated on Pages 2 and 3 of this endorsement.

Policy Numbers	Estimated Standard Premium
RKSLG-3013615	
RSLA-588947	
RPCA-487967	
RCAX-509016	
RSLGC-3542115	

Total _____

Applicable Premium Discount Percentages based on Total Estimated Advance Standard Premium:

General Liability	_____ %
Automobile Liability—Garages	_____ %
Taxis	_____ %
All Other Automobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen	_____ %

Amending Policy No. RKSLG-3013615

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only, it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4080A


Secretary


Secretary

EXX 012836

North Carolina Premium Discount Percentages
(Forming a Part of Endorsement 4080A)

Total Standard Premium (See Note)	General Liability	Automobile Liability— Garages	Taxis	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen	Total Standard Premium (See Note)	General Liability	Automobile Liability— Garages	Taxis	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen
(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
\$1,000 or less	0.0%	0.0%	0.0%	0.0%	\$7,000	12.3%	7.0%	2.8%	6.5%
1,050	0.7	0.3	0.1	0.3	7,200	12.5	7.2	2.9	6.7
1,100	1.2	0.6	0.1	0.5	7,400	12.8	7.3	3.0	6.9
1,150	1.6	0.7	0.1	0.7	7,600	13.0	7.5	3.1	7.1
1,200	1.9	0.9	0.2	0.8	7,800	13.2	7.7	3.3	7.2
1,250	2.3	1.1	0.2	1.0	8,000	13.4	7.8	3.4	7.4
1,300	2.6	1.2	0.2	1.1	8,200	13.6	8.0	3.5	7.5
1,350	2.9	1.4	0.3	1.2	8,400	13.8	8.1	3.6	7.7
1,400	3.1	1.5	0.3	1.3	8,600	14.0	8.3	3.6	7.8
1,450	3.4	1.6	0.3	1.4	8,800	14.1	8.4	3.7	7.9
1,500	3.6	1.7	0.3	1.5	9,000	14.3	8.5	3.8	8.1
1,550	3.8	1.8	0.4	1.6	9,200	14.5	8.6	3.9	8.2
1,600	4.0	1.9	0.4	1.7	9,400	14.6	8.7	4.0	8.3
1,650	4.2	2.0	0.4	1.8	9,600	14.7	8.8	4.0	8.4
1,700	4.4	2.1	0.4	1.9	9,800	14.9	8.9	4.1	8.5
1,750	4.6	2.2	0.4	2.0	10,000	15.1	9.1	4.2	8.7
1,800	4.7	2.3	0.5	2.0	10,500	15.4	9.3	4.4	8.9
1,850	4.9	2.3	0.5	2.1	11,000	15.7	9.6	4.5	9.1
1,900	5.0	2.4	0.5	2.2	11,500	15.9	9.7	4.6	9.3
1,950	5.2	2.5	0.5	2.2	12,000	16.2	9.9	4.8	9.5
2,000	5.4	2.6	0.5	2.3	12,500	16.4	10.1	4.9	9.6
2,100	5.6	2.7	0.5	2.4	13,000	16.6	10.2	5.0	9.8
2,200	5.8	2.8	0.6	2.5	13,500	16.7	10.4	5.1	9.9
2,300	6.0	2.9	0.6	2.6	14,000	16.9	10.5	5.1	10.0
2,400	6.2	3.0	0.6	2.7	14,500	17.1	10.6	5.2	10.1
2,500	6.4	3.0	0.6	2.7	15,000	17.3	10.8	5.3	10.3
2,600	6.5	3.1	0.6	2.8	16,000	17.5	11.0	5.5	10.5
2,700	6.7	3.2	0.6	2.9	17,000	17.8	11.1	5.6	10.7
2,800	6.8	3.2	0.6	2.9	18,000	18.0	11.3	5.7	10.8
2,900	6.9	3.3	0.7	3.0	19,000	18.1	11.4	5.8	11.0
3,000	7.1	3.4	0.7	3.0	20,000	18.3	11.6	5.9	11.1
3,100	7.2	3.4	0.7	3.1	21,000	18.5	11.7	5.9	11.2
3,200	7.3	3.5	0.7	3.1	22,000	18.6	11.8	6.0	11.3
3,300	7.4	3.5	0.7	3.2	23,000	18.7	11.9	6.1	11.4
3,400	7.5	3.6	0.7	3.2	24,000	18.8	12.0	6.1	11.5
3,500	7.5	3.6	0.7	3.2	25,000	19.0	12.1	6.2	11.6
3,600	7.6	3.6	0.7	3.3	27,500	19.2	12.3	6.3	11.8
3,700	7.7	3.7	0.7	3.3	30,000	19.5	12.5	6.5	12.0
3,800	7.8	3.7	0.7	3.3	32,500	19.8	12.7	6.8	12.3
3,900	7.8	3.7	0.7	3.4	35,000	20.1	13.0	7.1	12.5
4,000	7.9	3.8	0.8	3.4	37,500	20.4	13.2	7.3	12.7
4,200	8.1	3.8	0.8	3.5	40,000	20.6	13.3	7.5	12.8
4,400	8.2	3.9	0.8	3.5	42,500	20.8	13.5	7.7	13.0
4,600	8.3	3.9	0.8	3.5	45,000	21.0	13.6	7.8	13.1
4,800	8.4	4.0	0.8	3.6	47,500	21.1	13.7	8.0	13.3
5,000	8.7	4.2	0.9	3.8	50,000	21.3	13.9	8.1	13.4
5,200	9.1	4.6	1.2	4.2	52,500	21.4	14.0	8.2	13.5
5,400	9.6	4.9	1.4	4.5	55,000	21.5	14.0	8.3	13.6
5,600	10.0	5.2	1.6	4.8	57,500	21.6	14.1	8.4	13.6
5,800	10.4	5.5	1.8	5.1	60,000	21.7	14.2	8.5	13.7
6,000	10.8	5.8	2.0	5.4	62,500	21.8	14.3	8.6	13.8
6,200	11.1	6.1	2.2	5.6	65,000	21.9	14.3	8.6	13.8
6,400	11.4	6.3	2.3	5.9	67,500	22.0	14.4	8.7	13.9
6,600	11.7	6.5	2.5	6.1	70,000	22.0	14.5	8.8	14.0
6,800	12.0	6.8	2.6	6.3	72,500	22.1	14.5	8.8	14.0

(Continued on reverse side)

PREMIUM DISCOUNT ENDORSEMENT—TEXAS

(General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium For All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Texas**
 - (a) **For policy periods of one year or less—**The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year—**The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table of Texas Premium Discount Percentages—**Stated below and on Page 2 of this endorsement.

5.	Policy Numbers	Estimated Standard Premium
	RKSLG-3013615	_____
	RSLA-5888947	_____
	RPCA-487967	_____
	RCAX-509016	_____
		Total

Applicable premium discount percentage based on total estimated advance standard premium: _____ %

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES
(General Liability)

Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)	Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)	Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)
\$1,000 or less	.0%	\$ 1,289	2.0%	\$ 1,832	4.0%
1,006	.1	1,309	2.1	1,871	4.1
1,018	.2	1,329	2.2	1,913	4.2
1,030	.3	1,349	2.3	1,956	4.3
1,042	.4	1,371	2.4	2,000	4.4
1,055	.5	1,392	2.5	2,048	4.5
1,068	.6	1,415	2.6	2,097	4.6
1,081	.7	1,439	2.7	2,149	4.7
1,095	.8	1,463	2.8	2,203	4.8
1,109	.9	1,488	2.9	2,260	4.9
1,123	1.0	1,514	3.0	2,320	5.0
1,138	1.1	1,540	3.1	2,384	5.1
1,153	1.2	1,568	3.2	2,451	5.2
1,168	1.3	1,597	3.3	2,522	5.3
1,184	1.4	1,627	3.4	2,598	5.4
1,200	1.5	1,658	3.5	2,677	5.5
1,217	1.6	1,690	3.6	2,762	5.6
1,235	1.7	1,723	3.7	2,853	5.7
1,252	1.8	1,758	3.8	2,950	5.8
1,271	1.9	1,794	3.9	3,053	5.9

(Continued on Page 2)

EXX 012838

PREMIUM DISCOUNT ENDORSEMENT—VIRGINIA

(General Liability Insurance)

The premium pertaining to Virginia for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Virginia General Liability Standard Premium.** Such premium pertaining to Virginia computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Virginia General Liability Standard Premium.
2. **Total Standard Premium For All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any automatic premium adjustment endorsement, any premium return plan endorsement, or other premium discount endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Virginia**
 - (a) **For policy periods of one year or less—**The Virginia General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Virginia Premium Discounts (General Liability Insurance)."
 - (b) **For policy periods of more than one year—**The Virginia General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Virginia Premium Discounts (General Liability Insurance)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Virginia,** the amount of premium discount applicable to the Virginia General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Virginia General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Virginia General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table—Virginia Premium Discount Percentages—**Stated on Page 2 of this endorsement.

5.	Policy Numbers	Estimated Standard Premium
	<u>RKSLG-3013615</u>	_____
	<u>RSLA-5888947</u>	_____
	<u>RPCA-487967</u>	_____
	<u>RCAX-509016</u>	_____
	<u>RSLGC-3542115</u>	_____
		_____ Total

Applicable premium discount percentage based on total estimated advance standard premium: _____%

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4109A


Secretary


Secretary

DATE OF EXPIRATION	MODE OF ADJUSTMENT	LOCATION OF RISK	OFFICE AND NAME OF AGENT

VIRGINIA PREMIUM DISCOUNTS
General Liability Insurance
 (Forming a part of Premium Discount Endorsement—Virginia 4109A)

Total Standard Premium See Note 1)	Premium Discount Percentage Applicable to Virginia Standard Premium	Total Standard Premium See Note 1)	Premium Discount Percentage Applicable to Virginia Standard Premium	Total Standard Premium See Note 1)	Premium Discount Percentage Applicable to Virginia Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)
\$1,000 or less	0.0%	\$7,000	12.3%	\$62,500	21.8%
1,050	0.7	7,200	12.5	65,000	21.9
1,100	1.2	7,400	12.8	67,500	22.0
1,150	1.6	7,600	13.0	70,000	22.0
1,200	1.9	7,800	13.2	72,500	22.1
1,250	2.3	8,000	13.4	75,000	22.2
1,300	2.6	8,200	13.6	80,000	22.3
1,350	2.9	8,400	13.8	85,000	22.4
1,400	3.1	8,600	14.0	90,000	22.5
1,450	3.4	8,800	14.1	95,000	22.6
1,500	3.6	9,000	14.3	100,000	22.7
1,550	3.8	9,200	14.5	105,000	23.0
1,600	4.0	9,400	14.6	110,000	23.3
1,650	4.2	9,600	14.7	115,000	23.5
1,700	4.4	9,800	14.9	120,000	23.7
1,750	4.6	10,000	15.1	125,000	23.9
1,800	4.7	10,500	15.4	130,000	24.0
1,850	4.9	11,000	15.7	135,000	24.2
1,900	5.0	11,500	15.9	140,000	24.4
1,950	5.2	12,000	16.2	145,000	24.5
2,000	5.4	12,500	16.4	150,000	24.7
2,100	5.6	13,000	16.6	162,500	25.0
2,200	5.8	13,500	16.7	175,000	25.2
2,300	6.0	14,000	16.9	187,500	25.5
2,400	6.2	14,500	17.1	200,000	25.6
2,500	6.4	15,000	17.3	212,500	25.8
2,600	6.5	16,000	17.5	225,000	25.9
2,700	6.7	17,000	17.8	237,500	26.1
2,800	6.8	18,000	18.0	250,000	26.2
2,900	6.9	19,000	18.1	262,500	26.3
3,000	7.1	20,000	18.3	275,000	26.4
3,100	7.2	21,000	18.5	287,500	26.5
3,200	7.3	22,000	18.6	300,000	26.6
3,300	7.4	23,000	18.7	312,500	26.6
3,400	7.5	24,000	18.8	325,000	26.7
3,500	7.5	25,000	19.0	337,500	26.8
3,600	7.6	27,500	19.2	350,000	26.8
3,700	7.7	30,000	19.5	362,500	26.9
3,800	7.8	32,500	19.8	375,000	27.0
3,900	7.8	35,000	20.1	387,500	27.0
4,000	7.9	37,500	20.4	400,000	27.0
4,200	8.1	40,000	20.6	412,500	27.1
4,400	8.2	42,500	20.8	425,000	27.1
4,600	8.3	45,000	21.0	437,500	27.2
4,800	8.4	47,500	21.1	450,000	27.2
5,000	8.7	50,000	21.3	462,500	27.2
5,200	9.1	52,500	21.4	475,000	27.3
5,400	9.6	55,000	21.5	487,500	27.3
5,600	10.0	57,500	21.6	500,000 and over	
5,800	10.4	60,000	21.7	(See Note 2)	
6,000	10.8				
6,200	11.1				
6,400	11.4				
6,600	11.7				
6,800	12.0				

NOTE: 1. If the Total Standard Premium is between two of the amounts shown in column (1), the premium discount percentage applicable is that shown for the lower of such amounts.

2. If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 27.3% for the first \$500,000 and 28.5% for the portion over \$500,000.

4109A

RETROSPECTIVE PREMIUM ENDORSEMENT—PLAN_____

SHORT FORM 2ND YEAR

It is agreed that the premium for the policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement—Plan D forming a part of Policy **RKSLG-2688640**

Amending Policy No. **RKSLG-3013615**

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

4119


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

EXX 012841

SYMBOL NUMBERS OF ENDORSEMENTS

Amending Policy No. RKSLG-3013615

It is agreed that endorsements with the following symbol numbers form a part of this policy on its effective date:

3760A	8000(A-Y)
3850A	8800-
3991A	9380
4080A	
4109A	
4119	
4128A	

THE TRAVELERS INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS AGREED THAT EXCLUSION (F) IS DELETED

This endorsement is executed on the reverse side hereof.

8000(L) SYMBOL No.

EXX 012843

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF EYES

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF PRODUCTS HAZARD

EXCEPT WITH RESPECT TO HAZARDS DESCRIBED IN SCHEDULE 8800 IT IS AGREED THAT THE POLICY DOES NOT APPLY TO THE PRODUCTS HAZARD AS DEFINED THEREIN.

THE WORD "OPERATIONS" AS USED IN THE PRODUCTS HAZARD INCLUDES ANY ACT OR OMISSIONS IN CONNECTION WITH OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED ON THE PREMISES OR ELSEWHERE WHETHER OR NOT GOODS OR PRODUCTS ARE INVOLVED IN SUCH OPERATIONS.

This endorsement is executed on the reverse side hereof.

8000(M) SYMBOL NO.

EXX 012844

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY AS
RESPECTS THE FOLLOWING JOBS -**

**JOB #7104 FOR THE PACIFIC GAS & ELECTRIC COMPANY,
SAN FRANCISCO, CALIF.**

**JOB #5317 SINCLAIR-KOPPERS ETHYLENE PLANT,
PASADENA, TEX**

JOB #5370 CLINTON, IOWA

JOB #5377 TEXAS CITY, TEX

This endorsement is executed on the reverse side hereof.

8000(N) SYMBOL No

EXX 012845

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

TO COVER THE INTEREST OF

KELLOGG EMPLOYEES FEDERAL CREDIT UNION

AS RESPECTS PREMISES AT

711 THIRD AVE
NEW YORK NY

This endorsement is executed on the reverse side hereof.

8000(0) SYMBOL No.

EXX 012846

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

BOTTOM OF 8800 TO READ:

MINIMUM PREMIUMS PREMISES-OPS.

BI - S 127.00
E 36.00

PD - S 26.00
E 8.00

This endorsement is executed on the reverse side hereof.

8000(P) Symbol No.

EXX 012847

Effective from OCT 1967 at the time of day the policy becomes effective. Amending Policy No. RK3LG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 1-24-68 MC

OFFICE & CODE NYJ-140	PROD. CODE 57310	PROD. MARSH-McLENNAN INC-NY
USE EXPIRES 12-31-67	MODE OF ADJUST A	LOC OF RISK X

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COMPREHENSIVE GENERAL LIABILITY INSURANCE AS PROVIDED BY THE POLICY ALSO APPLIES TO DAMAGES BECAUSE OF INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER, DURING THE POLICY PERIOD, MEDICAL OR NURSING TREATMENT BY ONE MALE NURSE EMPLOYED BY THE NAMED INSURED ON JOB #7149 IN MOUNDSVILLE, WEST VIRGINIA, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. EXCEPT AS STATED IN THIS ENDORSEMENT, THE POLICY DOES NOT APPLY TO INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER THE PROFESSIONAL SERVICES DESCRIBED ABOVE.
2. INSURED'S DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT. WHEN AN INJURY OCCURS, WRITTEN NOTICE SHALL BE GIVEN BY OR ON BEHALF OF THE INSURED, IN ACCORDANCE WITH THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION.
3. FIRST AID EXCLUSION. THE INSURANCE SHALL NOT APPLY TO EXPENSES INCURRED BY THE INSURED FOR FIRST AID AT THE TIME OF AN ACCIDENT AND THE "SUPPLEMENTARY PAYMENTS" PROVISION AND THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION ARE AMENDED ACCORDINGLY.
4. LIMITS OF LIABILITY. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS APPLICABLE TO "EACH CLAIM" IS THE LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES ON ACCOUNT OF EACH CLAIM OR SUIT COVERED HEREUNDER; SUBJECT TO THE FOREGOING PROVISION RESPECTING "EACH CLAIM," THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS "AGGREGATE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES.
5. THE PROVISIONS OF THE NUCLEAR ENERGY EXCLUSION APPLY TO THIS INSURANCE AND THE REMAINING EXCLUSIONS ARE REPLACED BY THE FOLLOWING:
THE INSURANCE UNDER THIS ENDORSEMENT DOES NOT APPLY:
 - A. TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED, OR TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW;
 - B. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY MOTOR VEHICLE, TRAILER, SEMI-TRAILER, WATERCRAFT OR AIRCRAFT.

SCHEDULE

LIMITS OF LIABILITY: \$250,000 EACH CLAIM
\$500,000 AGGREGATE

2 DUPLICATES ISSUED

This endorsement is executed on the reverse side hereof.

SYMBOL No.

8000

EXX 012848

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #7682 AT MAINE MEDICAL CENTER
PORTLAND, MAINE**

LIMITS OF LIABILITY:

BODILY INJURY

\$ 250,000

\$ 1,000,000

\$

EACH PERSON

EACH OCCURRENCE

AGGREGATE

PROPERTY DAMAGE

\$

\$

\$

EACH OCCURRENCE

AGGREGATE

CLASSIFICATION

9880

RATE COY A

E TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(Q) SYMBOL NO.

EXX 012849

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR OD. USE	OFFICE & CODE	PROD. CODE	PROD.
	ROL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: JOB #7494 AT FORT MARTIN STATION, W VA

LIMITS OF LIABILITY:

BODILY INJURY

§
§
§

**EACH PERSON
EACH OCCURRENCE
AGGREGATE**

PROPERTY DAMAGE

§
§

**500,000 EACH OCCURRENCE
500,000 AGGREGATE**

CLASSIFICATION

9880

RATE COV B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(R) Symbol No.

EXX 012850

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK	

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #5371 FOR TERRA CHEMICALS INTERNATIONAL INC
AT PORT NEAL IOWA**

LIMITS OF LIABILITY:

BODILY INJURY

\$ 500,000 EACH PERSON
\$1,000,000 EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$ 3,000,000 EACH OCCURRENCE
\$ 3,000,000 AGGREGATE

CLASSIFICATION

RATE

COV A

COV B

9880

E - TO BE DETERMINED

E - TO BE DETERMINED

EXCESS LIMITS CHARGE PD E 100.00

This endorsement is executed on the reverse side hereof.

8000(S) Symbol No.

EXX 012851

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COMPOSITE RATE ENDORSEMENT

1. THE PREMIUM FOR THE POLICY IS BASED UPON REMUNERATION AS DEFINED IN CONDITION 1 OF THE POLICY.
2. THE ADVANCE PREMIUM STATED IN THE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY. UPON TERMINATION OF THE POLICY THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY AND THIS ENDORSEMENT. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY; IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY SUCH INSURED.
3. THE LIMITS OF LIABILITY EXPRESSED IN THIS POLICY ARE IN NO EVENT CUMULATIVE WITH THE LIMITS OF LIABILITY EXPRESSED IN ANY OTHER LIABILITY POLICY ISSUED BY THE COMPANY TO THE NAMED INSURED.

SCHEDULE

<u>HAZARD</u>	<u>ESTIMATED TOTAL ANNUAL REMUNERATION</u>	<u>RATES PER \$100 OF REMUNERATION</u>		<u>ESTIMATED ADVANCE PREMIUM</u>	
		<u>COV A</u>	<u>COV B</u>	<u>COV A</u>	<u>COV B</u>
GENERAL LIABILITY 9000 TEX	IF ANY	S- TO BE DETERMINED	S- TO BE DETERMINED		
		E- TO BE DETERMINED	E- TO BE DETERMINED		
EXCLUDING PRODUCTS 9890	ALL STATES \$12,095,629	S- TO BE DETERMINED	S- TO BE DETERMINED	3350.49 2019.97	2237.69 374.96

This endorsement is executed on the reverse side hereof.

8000(A) Symbol No.

EXX 012852

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR Q2. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY COVERAGE A OF THE POLICY APPLIES TO SUCH LIABILITY AS MAY BE IMPOSED UPON THE NAMED INSURED BY REASON OF RELEASES OR PASSES SIGNED BY EMPLOYEES OF THE NAMED INSURED WHEREBY IN ORDER TO ENTER PREMISES OF OTHERS SAID EMPLOYEES AGREES TO HOLD HARMLESS SUCH OTHERS WITH RESPECT TO INJURIES SUSTAINED BY OR INJURIES CAUSED BY SUCH EMPLOYEES WHILE ON SUCH PREMISES.

This endorsement is executed on the reverse side hereof.

8000(B) Symbol No.

EXX 012853

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED UNDER COVERAGE Y OF THE POLICY AS DESIGNATED ON CONTRACTUAL LIABILITY INSURANCE COVERAGE PART L3 INCLUDES THE FOLLOWING:

IT IS UNDERSTOOD THAT EMPLOYEES OF THE INSURED WHILE ENGAGED IN THE BUSINESS OF THE INSURED ENTER PREMISES OF THIRD PARTIES. SUCH EMPLOYEES MAY BE REQUIRED TO SIGN AGREEMENTS RELEASING SUCH THIRD PARTIES FROM THE INSURED'S RIGHTS OF RECOVERY AGAINST SUCH THIRD PARTIES BECAUSE OF BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY SUCH EMPLOYEES.

IN CONSIDERATION OF THE PREMIUM HEREIN PROVIDED FOR, THE COMPANY AGREES TO WAIVE ANY RIGHT OF SUBROGATION WHICH MAY ACCRUE TO THE COMPANY UNDER CONDITION K OF ANY STANDARD WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY ISSUED BY THE COMPANY TO THE INSURED, AGAINST ANY SUCH THIRD PARTY WITH WHOM ANY SUCH EMPLOYEE HAS ENTERED INTO SUCH AN AGREEMENT.

This endorsement is executed on the reverse side hereof.

8000(C) SYMBOL NO.

EXX 012854

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOTICE IS ACCEPTED THAT COVERAGE AFFORDED UNDER THE POLICY SHALL APPLY ALSO TO OPERATIONS PERFORMED BY THE INSURED UNDER CONTRACT FOR U.S. NAVY DEPARTMENT, BUREAU OF ORDNANCE, WASHINGTON, D.C. AND U.S. AIR FORCES, AIR MATERIEL COMMAND, WRIGHT PATTERSON AIR FORCE BASE, DAYTON, OHIO.

IT IS FURTHER AGREED -

1. WAIVER OF SUBROGATION AGAINST THE UNITED STATES

THE COMPANY WAIVES ANY RIGHT OF SUBROGATION AGAINST THE UNITED STATES OF AMERICA WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY AND POLICIES RUB-3013614 DRKUB-3013613

CANCELATION.

IN THE EVENT OF CANCELATION, THIRTY DAYS NOTICE WILL BE GIVEN THE DEPARTMENT OF THE NAVY, OFFICE OF NAVAL MATERIEL, INSURANCE BRANCH, WASHINGTON 25, D.C.

LIMITS OF LIABILITY:

COVERAGE A	\$250,000 EACH PERSON \$500,000 EACH ACCIDENT
COVERAGE B	\$100,000 EACH ACCIDENT \$100,000 AGGREGATE OPERATIONS

This endorsement is executed on the reverse side hereof.

8000(D) Symbol No.

EXX 012855

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR OO: USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED
BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:**

CONTRACTUAL LIABILITY INSURANCE

BLANKET CONTRACTUAL LIABILITY INSURANCE

**IT IS AGREED THAT THE INSURANCE APPLIES TO CONTRACTUAL LIABILITY ASSUMED
BY THE INSURED UNDER ANY WRITTEN CONTRACT, SUBJECT TO THE FOLLOWING ADDI-
TIONAL PROVISIONS:**

- 1. THIS INSURANCE DOES NOT APPLY:**
 - A. TO LIABILITY ASSUMED BY THE INSURED UNDER ANY INCIDENTAL CONTRACT;**
 - B. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE CONSTRUCTION, MAINTENANCE OR REPAIR OF WATERCRAFT OR THE LOADING OR UNLOADING THEREOF;**
 - C. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF OPERATIONS, WITHIN 50 FEET OF ANY RAILROAD PROPERTY, AFFECTING ANY RAILROAD BRIDGE OR TRESTLE, TRACKS, ROAD BED, TUNNEL, UNDERPASS OR CROSSING;**
 - D. TO PROPERTY DAMAGE TO TOOLS, MATERIAL OR EQUIPMENT OWNED BY ANY INDEMNITEE WHILE PERFORMING OPERATIONS CONTRACTED FOR BY THE INSURED;**
- 2. WHEN USED AS A PREMIUM BASIS, THE WORD "SALES" MEANS THE GROSS AMOUNT OF MONEY CHARGED BY THE NAMED INSURED OR BY OTHERS TRADING UNDER HIS NAME FOR ALL GOODS AND PRODUCTS SOLD OR DISTRIBUTED DURING THE POLICY PERIOD AND CHARGED DURING THE POLICY PERIOD FOR INSTALLATION, SERVICING, OR REPAIR, AND INCLUDES TAXES, OTHER THAN TAXES WHICH THE NAMED INSURED AND SUCH OTHERS COLLECT AS A SEPARATE ITEM AND REMIT DIRECTLY TO A GOVERNMENTAL DIVISION;**
- 3. WHEN USED AS A PREMIUM BASIS, THE WORD "COST" SHALL NOT INCLUDE THE COST OF ANY OPERATIONS TO WHICH EXCLUSIONS (B) AND (C) APPLY.**

This endorsement is executed on the reverse side hereof.

8000(F) Symbol No.

EXX 012856

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR DO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

WHEREVER IN ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY REFERENCE IS MADE BY NUMBER TO A SPECIFIC JOB UNDERTAKEN BY THE INSURED, IT IS UNDERSTOOD AND AGREED THAT SUCH SPECIFIC JOB NUMBER INCLUDES ALL OTHER JOBS RELATED TO AND UNDERTAKEN AT THE SAME LOCATION AS SUCH SPECIFIC JOB FOR WHICH DIFFERENT JOB NUMBERS MAY BE ASSIGNED.

This endorsement is executed on the reverse side hereof.

8000(E) Symol No.

EXX 012857

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS UNDERSTOOD AND AGREED THAT INsofar AS THIS POLICY
MAY COVER MORE THAN ONE INSURED, ALL INSURING AGREEMENTS
AND ENDORSEMENTS WITH THE EXCEPTION OF LIMITS OF LIABILITY
SHALL OPERATE IN THE SAME MANNER AS IF THERE WAS A SEPARATE
POLICY OF INSURANCE COVERAGE EACH NAMED INSURED.

This endorsement is executed on the reverse side hereof.

8000(G) SYMBOL NO.

EXX 012858

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR BODILY INJURY LIABILITY SHALL APPLY WITH RESPECT TO THE LEGAL LIABILITY OF THE INSURED FOR BODILY INJURIES INCLUDING DEATH RESULTING THEREFROM AS A RESULT OF ATHLETICS, SPORTS, SOCIAL, EDUCATIONAL OR OTHER ACTIVITIES CONDUCTED ANYWHERE IN THE UNITED STATES.

This endorsement is executed on the reverse side hereof.

8000(1) Synod. No.

EXX 012859

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY SHALL APPLY TO ALL WHOLLY OWNED SUBSIDIARIES OF THE NAMED INSURED AS INSURED.

AS OF THE EFFECTIVE DATE OF THIS ENDORSEMENT THE WHOLLY OWNED SUBSIDIARIES OF THE NAMED INSURED ARE:

KELLOGG OVERSEAS CORPORATION
KELLOGG INTERNATIONAL CORPORATION
KELLOGG PAN AMERICAN CORPORATION
KELLOGG OVERSEAS CONSTRUCTION CORPORATION
KELLOGG OVERSEAS SERVICE CORPORATION
KELLOGG REFINERY CONSULTANTS LIMITED
KELLOGG OF PANAMA CORPORATION
COMPANIA KELLOGG DE VENEZUELA
DEUTSCHE KELLOGG INDUSTRIEBAU
SOCIETE KELLOGG
CANADIAN KELLOGG COMPANY, LTD.

IF SUBSEQUENT TO THE EFFECTIVE DATE OF THIS ENDORSEMENT THE NAMED INSURED ACQUIRES COMPLETE OWNERSHIP IN ANOTHER SUBSIDIARY OR IN OTHER SUBSIDIARIES THE NAMED INSURED WILL ADVISE THE COMPANY ACCORDINGLY.

THE PREMIUM APPLICABLE WITH RESPECT TO THE HAZARD OF EACH SUCH WHOLLY OWNED SUBSIDIARY OF THE NAMED INSURED SHALL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF THE MANUALS IN USE BY THE COMPANY.

This endorsement is executed on the reverse side hereof.

8000(H) SYMBOL No.

EXX 012860

Effective from DEC 3 1966 at the time of day the policy becomes effective. Amending Policy No. AKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 1-24-68 MC

FOR CO USE	OFFICE & CODE <u>NY-J-140</u>	PROG. CODE <u>57310</u>	PROD. <u>MARSH-MCLENAN INC-NY</u>
	POL. EXPIRES <u>12-31-67</u>	MODE OF ADJUST <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF ALL HAZARDS IN CONNECTION WITH DESIGNATED LOCATION

THIS POLICY DOES NOT APPLY TO ANY HAZARD AT THE PREMISES DESIGNATED BELOW OR TO OPERATIONS ELSEWHERE WHICH ARE NECESSARY TO OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE OR USE OF SUCH PREMISES.

THE RESEARCH DEVELOPMENT LABORATORY
PISCATAWAY NJ

THE COMPANY WILL NOT COLLECT ANY PREMIUM DEVELOPED IN CONNECTION WITH SUCH HAZARDS.

THIS ENDORSEMENT SUPERSEDES AND CANCELS ENDORSEMENT 8000(J) ISSUED WITH THE POLICY

2 DUPLICATES ISSUED

This endorsement is executed on the reverse side hereof.

SYMBOL NO.

8000(J)

EXX 012861

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF ALL HAZARDS IN CONNECTION WITH DESIGNATED LOCATION

**THIS POLICY DOES NOT APPLY TO ANY HAZARD AT THE PREMISES
DESIGNATED BELOW OR TO OPERATIONS ELSEWHERE WHICH ARE
NECESSARY TO OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE
OR USE OF SUCH PREMISES.**

**FOOT OF DANFORTH AVE.,
JERSEY CITY, NJ**

**THE COMPANY WILL NOT COLLECT ANY PREMIUM DEVELOPED IN
CONNECTION WITH SUCH HAZARDS.**

*Should refer to R & D Laboratory
Piscataway, N.J.*

*Superseded
ft*

This endorsement is executed on the reverse side hereof.

8000(J) SYMBOL No.

EXX 012862

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**IT IS AGREED THAT EXCLUSION E OF CONTRACTUAL LIABILITY
INSURANCE COVERAGE PART L3 IS DELETED.**

This endorsement is executed on the reverse side hereof.

8000(K) SYMBOL NO.

EXX 012863

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF PRODUCTS HAZARD

EXCEPT WITH RESPECT TO HAZARDS DESCRIBED IN SCHEDULE 8800 IT IS AGREED THAT THE POLICY DOES NOT APPLY TO THE PRODUCTS HAZARD AS DEFINED THEREIN.

THE WORD "OPERATIONS" AS USED IN THE PRODUCTS HAZARD INCLUDES ANY ACT OR OMISSIONS IN CONNECTION WITH OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED ON THE PREMISES OR ELSEWHERE WHETHER OR NOT GOODS OR PRODUCTS ARE INVOLVED IN SUCH OPERATIONS.

This endorsement is executed on the reverse side hereof.

8000(M) Synbol No.

EXX 012864

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY AS
RESPECTS THE FOLLOWING JOBS -

JOB #7104 FOR THE PACIFIC GAS & ELECTRIC COMPANY,
SAN FRANCISCO, CALIF.

JOB #5317 SINCLAIR-KOPPERS ETHYLENE PLANT,
PASADENA, TEX

JOB #5370 CLINTON, IOWA

JOB #5377 TEXAS CITY, TEX

This endorsement is executed on the reverse side hereof.

8000(N) Symbol No.

EXX 012865

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

TO COVER THE INTEREST OF

KELLOGG EMPLOYEES FEDERAL CREDIT UNION

AS RESPECTS PREMISES AT

711 THIRD AVE
NEW YORK NY

This endorsement is executed on the reverse side hereof.

8000(0) SYMBOL No.

EXX 012866

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

BOTTOM OF 8800 TO READ:

MINIMUM PREMIUMS PREMISES-OPS.

BI - S 127.00
E 36.00

PD - S 26.00
E 8.00

This endorsement is executed on the reverse side hereof.

8000(P) SYMBOL No.

EXX 012867

Effective from OCT 1967 at the time of day the policy becomes effective. Amending Policy No. RK3LG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 1-24-68 MC

OFFICE A CODE	NYJ-140	PROD. CODE	57310	PROD.	MARSH-MCLENAN INC-NY
CO USE	POL. EXPIRES	MODE OF ACQUISIT	A	LOC OF RISK	X

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COMPREHENSIVE GENERAL LIABILITY INSURANCE AS PROVIDED BY THE POLICY ALSO APPLIES TO DAMAGES BECAUSE OF INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER, DURING THE POLICY PERIOD, MEDICAL OR NURSING TREATMENT BY ONE MALE NURSE EMPLOYED BY THE NAMED INSURED ON JOB #7749 IN MOUNDSVILLE, WEST VIRGINIA, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. EXCEPT AS STATED IN THIS ENDORSEMENT, THE POLICY DOES NOT APPLY TO INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER THE PROFESSIONAL SERVICES DESCRIBED ABOVE.
2. INSURED'S DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT. WHEN AN INJURY OCCURS, WRITTEN NOTICE SHALL BE GIVEN BY OR ON BEHALF OF THE INSURED, IN ACCORDANCE WITH THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION.
3. FIRST AID EXCLUSION. THE INSURANCE SHALL NOT APPLY TO EXPENSES INCURRED BY THE INSURED FOR FIRST AID AT THE TIME OF AN ACCIDENT AND THE "SUPPLEMENTARY PAYMENTS" PROVISION AND THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION ARE AMENDED ACCORDINGLY.
4. LIMITS OF LIABILITY. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS APPLICABLE TO "EACH CLAIM" IS THE LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES ON ACCOUNT OF EACH CLAIM OR SUIT COVERED HEREUNDER; SUBJECT TO THE FOREGOING PROVISION RESPECTING "EACH CLAIM," THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS "AGGREGATE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES.
5. THE PROVISIONS OF THE NUCLEAR ENERGY EXCLUSION APPLY TO THIS INSURANCE AND THE REMAINING EXCLUSIONS ARE REPLACED BY THE FOLLOWING:
THE INSURANCE UNDER THIS ENDORSEMENT DOES NOT APPLY:
 - A. TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED, OR TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW;
 - B. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY MOTOR VEHICLE, TRAILER, SEMI-TRAILER, WATERCRAFT OR AIRCRAFT.

SCHEDULE

LIMITS OF LIABILITY: \$250,000 EACH CLAIM
\$500,000 AGGREGATE

2 DUPLICATES ISSUED

This endorsement is executed on the reverse side hereof.

S-WORK No

8000

EXX 012868

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OR USE	OFFICE & CODE	PROD. CODE	PROD.
POL. EXPIRES		MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #7682 AT MAINE MEDICAL CENTER
PORTLAND, MAINE**

LIMITS OF LIABILITY:

BODILY INJURY
\$ 250,000 EACH PERSON
\$ 1,000,000 EACH OCCURRENCE
\$ AGGREGATE
PROPERTY DAMAGE
\$ EACH OCCURRENCE
\$ AGGREGATE

CLASSIFICATION

9880

RATE COY A

E TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(Q) SYMBOL NO.

EXX 012869

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #5371 FOR TERRA CHEMICALS INTERNATIONAL INC
AT PORT NEAL IOWA**

LIMITS OF LIABILITY:

BODILY INJURY

\$ 500,000 EACH PERSON
\$1,000,000 EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$ 3,000,000 EACH OCCURRENCE
\$ 3,000,000 AGGREGATE

CLASSIFICATION

RATE

COV A

COV B

9880

E - TO BE DETERMINED

E - TO BE DETERMINED

EXCESS LIMITS CHARGE PD E 100.00

This endorsement is executed on the reverse side hereof.

8000(S) SYMBOL NO.

EXX 012871

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS AGREED THAT EXCLUSION (F) IS DELETED

This endorsement is executed on the reverse side hereof.

8000(L) SYMBOL NO.

EXX 012872

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OR USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

LIMITS OF LIABILITY
(SPECIFIC LOCATION)

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: JOB #5311 FOR FIRST NITROGEN CORPORATION
DONALDSONVILLE LA

LIMITS OF LIABILITY:

BODILY INJURY

\$
\$
\$
EACH PERSON
EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$2,000,000 EACH OCCURRENCE
\$2,000,000 AGGREGATE

CLASSIFICATION

9880

RATE-COV. B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(U) SYMBOL NO.

EXX 012873

100-33588-105

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

14-00000
 14-00000
 14-00000

NO. 10-1
THE DEPARTMENT OF
THE DISTRICT OF COLUMBIA

1971-1972

CONFIDENTIALITY BY
 EXECUTIVE ORDER 12958, NOV 2001, 11/005, CONFIDENTIAL

1. *Chlorophyll a* (Chl *a*)

1. COVER OF DEVELOPMENT OF POLYMER COMPOSITES
2. DESIGN AND CONSTRUCTION OF POLYMER COMPOSITES
3. CHARACTERIZATION OF POLYMER COMPOSITES
4. APPLICATIONS OF POLYMER COMPOSITES

1. The first group of people who are not in the labor force are those who are not in the labor force because they are not in the labor force.

THE CHARTER OAK FIRE INSURANCE COMPANY

[Signature]
Secretary

Countersigned by

Secretary
George P. McSwathy

EXX 012874

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: ALL LOCATIONS AT WHICH THE GOVERNING CLASSIFICATION OF OPERATIONS PERFORMED BY THE INSURED IS OIL STILL ERECTION OR REPAIR. 3436

LIMITS OF LIABILITY:

BODILY INJURY

•
•
•

EACH PERSON
EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$1,000,000

\$1,000,000

EACH OCCURRENCE
AGGREGATE

RATE - COV. B

ALL STATES 9890

E - TO BE DETERMINED

TEXAS 9000

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(V) SYMBOL No.

EXX 012875

THE TRAVELERS INSURANCE COMPANY

John H. Hume
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

John H. Hume
Secretary

Countersigned by

George P. McSwath

THE CHARTER OAK FIRE INSURANCE COMPANY

John H. Hume
Secretary

EXX 012876

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. **RKSLG-3013615**

Issued to _____
Date of Issue: _____

FOR DO USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: RADELL AVE
BOUND BROOK NJ**

LIMITS OF LIABILITY:

BODILY INJURY

§
§
§

**EACH PERSON
EACH OCCURRENCE
AGGREGATE**

PROPERTY DAMAGE

§ 500,000
§ 500,000

**EACH OCCURRENCE
AGGREGATE**

CLASSIFICATION

9880

RATE - COV B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(W) Symbol No.

EXX 012877

SECRET

SECRET

[illegible]

1971

EX-103: 2000-2001

100-100000

1. The above information was obtained from the files of the FBI, New York Office, and is being furnished to you for your information.

[illegible]

— — — — —

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion. The number of people aged 65 and over is expected to increase from 200 million to 400 million. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion.

THE CHARTER OAK FIRE INSURANCE COMPANY

[Signature]
Secretary

Countersigned by Serge 1111111111

EXX 012878

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OO. USE	OFFICE & CODE	PROD. CODE	PROD.
	PL EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

ADVANCE PREMIUM ENDORSEMENT

THE ADVANCE PREMIUM COLUMN IN ITEM 3 OF THE DECLARATIONS IS REPLACED BY THE ADVANCE PREMIUM COLUMN SHOWN BELOW

PARTS

L1 BODILY INJURY LIABILITY
BODILY INJURY LIABILITY
PROPERTY DAMAGE LIABILITY

L3
L15A

ADVANCE PREMIUM

S 3477
E 2091
S 2264
E 578
INCL IN COMPOSITE
INCL IN COMPOSITE

This endorsement is executed on the reverse side hereof.

8000(X) SYMBOL NO.

EXX 012879

THE TRAVELERS INSURANCE COMPANY

J. H. H. H. H.
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

J. H. H. H. H.
Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. H. H. H.
Secretary

Countersigned by *George P. McBrath*

EXX 012880

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THE POLICY DOES NOT APPLY TO ANY HAZARD AT PREMISES IN CANADA OR TO ANY HAZARD ELSEWHERE WHICH ARISES FROM GOODS OR PRODUCTS MANUFACTURED AT OR DISTRIBUTED FROM SUCH PREMISES OR FROM OPERATIONS EITHER ON SUCH PREMISES OR ELSEWHERE WHICH ARE NECESSARY OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE OR USE OF SUCH PREMISES.

This endorsement is executed on the reverse side hereof.

8000(Y) SYMBOL NO.

EXX 012881

THE TRAVELERS INSURANCE COMPANY

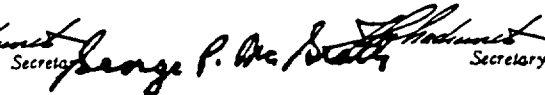

Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

Countersigned by _____

EXX 012882

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 9-21-67 AMG

FOR CO. USE	OFFICE & CODE <u>NYJ-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-MCLENNAN INC-NY</u>
	POL. EXPIRES <u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

AS RESPECTS ENDORSEMENT 8000(N) EXTEND TO INCLUDE
JOB #7756, KOPPERS COMPANY INC.
KNIGHTS OF COLUMBUS HEADQUARTERS BUILDING
NEW HAVEN, CONN

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.
8000

EXX 012883

THE TRAVELERS INSURANCE COMPANY


Secretary

-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY


Secretary

Countersigned by: George P. McBeath

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

EXX 012884

DECLARATIONS SCHEDULE—General Liability Hazards

No. 1Policy No. RKSLG-3013615

The letters "MP" wherever used in this schedule shall mean "Premium for Premises Medical Coverage". Inclusion of a premium for Premises Medical Payments Coverage immediately below the Bodily Injury Liability premium for any elevator shall mean that Premises Medical Payment Coverage is afforded with respect to such elevator. In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability" and "PD" means "Property Damage Liability".

Location of all premises owned by, rented to or controlled by the named insured (Enter "same" if same location as address shown in Item 1. of declarations): **SEE END 8000(A)**

Interest of named insured in such premises (Describe interest, such as "owner", "general lessee" or "tenant"):

Part occupied by named insured:

Comprehensive General Liability Insurance. The following discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein:

Description of Hazards	Code No.	Premium Bases*	Rates		Advance Premium	
			BI	PD	BI	PD
A — Premises—Operations B — Elevators C — Independent Contractors D — Completed Operations E — Products		A — Area (Sq. Ft.) B — Frontage C — Remuneration D — No. Insured E — Cost F — Receipts G — Sales H — Admissions	A — Per 100 Sq. Ft. of Area B — Per Linear Foot C — Per \$100 of Remuneration D — Per Elevator E — Per \$100 of Cost F — Per \$1000 of Receipts G — Per \$1000 of Sales H — Per 100 Admissions			
EXCESS LIMITS CHARGE	9890			E	35	195
A-SEE END 8000(A)				S	3350	2238
				E	2020	375
SEE END 8000(D)					INCLUDED ABOVE	
D-ISOTOPE CAMERA	7171-42	E-IF ANY	E- 56.401 E 1810	1.280 .420	S 127 E 36	26 8
MINIMUM						
Minimum Premiums	Premises—Operations BI SEE END PD 8000(P)		Independent Contractors BI PD		Products BI PD	

C-11108 7-66 PRINTED IN U.S.A. KDS, KSLG, NSL
ODS OSLG, ONSL

EXX 012885

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

1. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs except operators of mobile equipment, and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;
5. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. PKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 2-2-68 AMG

FOR CO USE	OFFICE & CODE <u>NY 1-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
	POL. EXPIRES <u>12-31-67</u>	WORKING ADJUST <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

AS RESPECTS ENDORSEMENT 8000(A) ISSUED WITH THE POLICY, RATES ARE AMENDED TO READ:

HAZARD	RATES	
	COV A	COV B
9000	S .0160	.0234
	E .0047	.0021
9890	S .0303	.0195
	E .0087	.0018

AS RESPECTS ENDORSEMENT 8000(V) ISSUED WITH THE POLICY, RATES ARE AMENDED TO READ:

CLASSIFICATION	RATES - COV B
9000	E .0077
9890	E .0065

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

8000

EXX 012887

THE TRAVELERS INSURANCE COMPANY

1950

1950

1950

1950

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. H. H.
Secretary

J. H. H. H.
Secretary

J. H. H. H.
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

Countersigned by

Seath

EXX 012888

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. PKSLQ-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

OFFICE A CODE POL USE	MY J-148 EXPIRES 12-31-67	PROD. CODE 57310 MODE OF ADJUST A	LOC. OF RISK MARSH-MCLENNAN INC-NY X
--------------------------------	---------------------------------	--	---

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(Q) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:**

RATE-COV.A

E .0162

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

Symbol No.

**8000
#6666**

EXX 012889

STATE OF NEW YORK

IN SENATE

JANUARY 10, 1965

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TAXATION AND FINANCE
ON THE PROCEEDINGS OF THE COMMISSIONER OF THE DEPARTMENT OF TAXATION AND FINANCE
IN THE MATTER OF THE ESTATE OF JAMES H. HARRIS, DECEASED

THE TRAVELERS INSURANCE COMPANY

J. H. Harrington
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

J. H. Harrington
Secretary

Countersigned by

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Harrington
Secretary

George P. McSwath

EXX 012890

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO USE	OFFICE A CODE <u>NYJ-140</u>	PROD. CODE <u>57310</u>	PRCO <u>MARSH-McLENNAN INC-NY</u>
	POL EXPIRES <u>12-31-67</u>	MODE OF ADJUST <u>A</u>	LOC OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(R) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE-COV.B

E .0110

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.
8000
#5555

EXX 012891

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. BKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO USE	OFFICE & CODE <u>NY J-140</u>	PROD CODE <u>57310</u>	PROD <u>MARSH-MCLENNAN INC-NY</u>
POL. EXPIRES	<u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(S) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE

COV. A

COV. B

E .0172

E .0182

PREMIUM ADJUSTMENT AT AUDIT.

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

8000

~~4444~~

EXX 012893

THE TRAVELERS INSURANCE COMPANY

J. H. Macdonald
Secretary

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THE TRAVELERS INDEMNITY COMPANY

J. H. Macdonald
Secretary

Countersigned by

George P. McKeath

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Macdonald
Secretary

EXX 012894

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO USE	OFFICE & CODE <u>NYJ-140</u>	PROD CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
	POL EXPIRES <u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(T) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE-COV.B

E .0173

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

**8000
#3333**

EXX 012895

STANDARD

1913

~~SECRET~~

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY

John H. H. H.
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

John H. H. H.
Secretary

Countersigned by

George P. Mc. Beath
Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY

John H. H. H.
Secretary

EXX 012896

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FORM CO USE	OFFICE & CODE <u>NY J-140</u>	POLICY CODE <u>57310</u>	PROD <u>MARSH-McLENNAN INC-NY</u>
	EXPIRES <u>12-31-67</u>	MODIFY ADJUST <u>A</u>	LOC OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(U) ISSUED WITH THE POLICY;
RATES ARE AMENDED TO READ:-**

RATE-COV.B

E .0173

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

8000 #2222

EXX 012897

RECEIVED ADVISORY BOARD

E 0113

~~CONFIDENTIAL~~

PLEASE USE THE FOLLOWING TO VERIFY:
- VS. MEMBER'S ENDORSEMENT BOOKS, ISSUED WITH THE POLICY

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

[Signature]
Secretary

[Signature]
Secretary

[Signature]
Secretary

C-10747 (Large) 2-63 PRINTED IN U.S.A.

Countersigned by

George B. Mc. Intyre

ONE HUNDRED AND SEVENTY CO. Y. O. NEW YORK, N.Y.

DEC 31 1963

RECEIVED

EXX 012898

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO USE	OFFICE & CODE <u>NYJ-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
EXPIRES	<u>12-31-67</u>	CODE OF ADJUST <u>A</u>	LOC OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(W) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE- COV.B

E .0110

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO

8000

#1111

EXX 012899

RECEIVED

E 1010

~~SECRET~~

NOTICE: THE ABOVE IS A COPY OF A LETTER FROM THE
U.S. DEPARTMENT OF COMMERCE TO THE U.S. DEPARTMENT OF JUSTICE

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Macdonald
Secretary

J. H. Macdonald
Secretary

J. H. Macdonald
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

Countersigned by

George P. McBeath

EXX 012900

CHICAGO
DETROIT
MINNEAPOLIS
ST. LOUIS
NEW ORLEANS
INDIANAPOLIS
TULSA
ST. PAUL
KALAMAZOO
DULUTH
MILWAUKEE
LOS ANGELES
SAN FRANCISCO
SEATTLE
PORTLAND
PHOENIX
SAN DIEGO
OAKLAND
SPOKANE
JUNEAU
MELBOURNE
SYDNEY

ESTABLISHED 1871

MARSH & McLENNAN

INCORPORATED
INSURANCE

70 PINE STREET NEW YORK 10005

AREA CODE 212 943 2000

NEW YORK
BOSTON
PITTSBURGH
PHILADELPHIA
ATLANTA
ROCHESTER
MIAMI
BUFFALO
SYRACUSE
RICHMOND
CHARLESTON
TORONTO
MONTREAL
QUEBEC
VANCOUVER
CALGARY
WINNIPEG
EDMONTON
WINDSOR
CARACAS
SAO PAULO
BRUSSELS
LONDON
ROME

June 10, 1968

Mr. L. F. Force,
Assistant Insurance Manager
The M. W. Kellogg Company
711 Third Avenue
New York, New York

Dear Mr. Force:

Policy #RKSLG-3013615

We are enclosing several endorsements to the captioned policy amending rates originally promulgated when the policy was issued. These endorsements are merely to complete your files and will have no direct bearing on either the audits or the Retrospective Adjustments, as the policy is merely an Underlyer for the Master Comprehensive General Liability Policy.

We trust you will find the enclosed to be in order.

Very truly yours,

MARSH & McLENNAN

BY: *Martin L. Elkinson*
Martin L. Elkinson

MLE:emg
encl.

Endorsement attached to pg. 2

17

EXX 012901

CHICAGO
DETROIT
MINNEAPOLIS
ST. LOUIS
NEW ORLEANS
INDIANAPOLIS
TULSA
ST. PAUL
KALAMAZOO
DULUTH
MILWAUKEE
LOS ANGELES
SAN FRANCISCO
SEATTLE
PORTLAND
PHOENIX
SAN DIEGO
OAKLAND
SPOKANE
JUNEAU
MELBOURNE
SYDNEY

ESTABLISHED 1871

MARSH & McLENNAN

INCORPORATED

INSURANCE

70 PINE STREET NEW YORK 10005

AREA CODE 212 943-2000

NEW YORK
BOSTON
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PHILADELPHIA
ATLANTA
ROCHESTER
MIAMI
BUFFALO
SYRACUSE
RICHMOND
CHARLESTON
TORONTO
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QUEBEC
VANCOUVER
CALGARY
WINNIPEG
EDMONTON
WINDSOR
CARACAS
SAO PAULO
BRUSSELS
LONDON
ROME

January 29, 1968

Mr. L. F. Force, Assistant Insurance Manager
The M. W. Kellogg Company
711 Third Avenue
New York, New York

Dear Mr. Force:

Endorsement to Policy #RKSLG-3013615

As per your request, we are pleased to enclose an endorsement to the above captioned policy excluding endorsement #8000-J and amending that exclusion to read The Research Development Laboratory, Piscataway, New Jersey. This change was to be effective December 31st, 1966. We trust you will find the enclosed in order.

Very truly yours,

MARSH & McLENNAN

BY:

Martin L. Elkinson
Martin L. Elkinson

MLE:CMC
enc/

Endorsement attached to policy
17

EXX 012902

The Travelers Indemnity Company

Hartford, Connecticut



Policy
Number

— RKSLG-3013615

DECLARATIONS

COMPREHENSIVE AUTOMOBILE—GENERAL LIABILITY POLICY

Item 1. Named Insured

THE M W KELLOGG CO A DIVISION OF
PULLMAN INC
711 THIRD AVE
NEW YORK NY

Address
(No., street, town, county, state)

Item 2. Policy Period:

From DEC 31 1966 to DEC 31 1967

12:01 A.M.*

Item 3.

Parts	Coverages		Limits of Liability			Advance Premium
			each person	each occurrence	aggregate	
L1	Comprehensive	Bodily Injury Liability	250M	500M	500M	SEE
	General	Property Damage Liability	==	100M	100M	
	Comprehensive	Bodily Injury Liability	M	M	==	ADVANCE
	Automobile	Property Damage Liability	==	M	==	
L3	Contractual	Bodily Injury Liability	250M	500M	==	
	Liability	Property Damage Liability	==	100M	100M	PREM
	Premises		\$	each person		
	Medical Payments		\$	M each accident		
	Automobile Medical Payments		\$	each person		
	Uninsured Motorists		\$	M each person		
	(Damages for Bodily Injury)		\$	M each accident		END
	Comprehensive		\$			
	Automobile Collision		ACV Less \$	Deductible		
	Physical	Fire, Lightning or Transportation				
	Damage	Theft				
		Combined Additional				
L15A	PERSONAL INJURY LIABILITY					
	Symbol numbers of Schedules, Endorsements, and additional Coverage Parts forming a part of this policy on its effective date.					
	SEE END 9380					\$ 5741 \$ 2669 Total Advance Premium

The insurance afforded is only with respect to such of the Coverage Parts as are indicated by Symbol Number and the Coverages therein as are indicated by specific premium charge. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto. In any Limits of Liability space the letter "M" means "Thousands of Dollars" and the letters "ACV" mean "Actual Cash Value".

Item 4. (a) The named insured is: individual ☐; partnership ☐; corporation ☐; joint venture ☐; other: **COMPANY**

(b) Audit Period: Annual, unless otherwise stated: semi-annual ☐; quarterly ☐; monthly ☐

Item 5. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

General Liability Coverage Parts—The declarations are completed on an accompanying schedule designated "General Liability Hazards".

Automobile Liability Coverage Parts—The declarations are completed on an accompanying schedule designated "Automobile Liability Hazards".

*Standard time at the address of the named insured as stated herein.

Countersigned by:

George P. McSwath

Keep this declarations page in your "Policy Jacket—Edition July 1, 1966", Form C-11113. These declarations and all Coverage Parts, Schedules and Endorsements issued to form a part hereof, together with your Policy Jacket, form your complete insurance policy.

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I. Coverage A—Bodily Injury Liability

Coverage B—Property Damage Liability

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

Coverage A. *bodily injury* or

Coverage B. *property damage*

to which this insurance applies, caused by an *occurrence*, and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *insured* under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;
- (b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any *automobile* or aircraft owned or operated by or rented or loaned to the *named insured*, or
 - (2) any other *automobile* or aircraft operated by any person in the course of his employment by the *named insured*; but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to or controlled by the *named insured* or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to the *named insured*;
- (c) to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to the *named insured*;
- (d) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the *bodily injury* or *property damage* occurs away from premises owned by, rented to or controlled by the *named insured*; but this exclusion does not apply to *bodily injury* or *property damage* included within the *products hazard* or the *completed operations hazard* or resulting from operations performed for the *named insured* by independent contractors or to liability assumed by the *insured* under an *incidental contract*;
- (e) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the *insured* under an *incidental contract*, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (f) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, dis-

tributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

- (1) in violation of any statute, ordinance or regulation,
- (2) to a minor,
- (3) to a person under the influence of alcohol, or
- (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured*, but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;
- (i) to *property damage* to:
 - (1) property owned or occupied by or rented to the *insured*,
 - (2) property used by the *insured*, or
 - (3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at premises owned by, rented to or controlled by the *named insured*;
- (j) to *property damage* to premises alienated by the *named insured* arising out of such premises or any part thereof;
- (k) to *bodily injury* or *property damage* resulting from the failure of the *named insured's products* or work completed by or for the *named insured* to perform the function or serve the purpose intended by the *named insured*, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any *insured*; but this exclusion does not apply to *bodily injury* or *property damage* resulting from the active malfunctioning of such products or work;
- (l) to *property damage* to the *named insured's products* arising out of such products or any part of such products;
- (m) to *property damage* to work performed by or on behalf of the *named insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the *named insured's products* or work completed by or for the *named insured* or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. Persons Insured

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor.

Continued on page 2

L 1

EXX 012904

- b. if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - c. if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - (d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and
 - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,
 - (i) an employee of the *named insured* while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:
- (1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or
 - (2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. Limits of Liability

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the company's liability is limited as follows:

Coverage A—The limit of *bodily injury* liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all *damages* because of *bodily injury* sustained by one person as the result of any one *occurrence*; but subject to the above provision respecting "each person", the total liability of the company for all *damages* because of *bodily injury* sustained by two or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the declarations as applicable to "each *occurrence*".

Subject to the above provisions respecting "each person" and "each *occurrence*", the total liability of the company for all *damages* because of (1) all *bodily injury* included within the *completed operations hazard* and (2) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all *damages* because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the declarations as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all *damages* because of all *property damage* to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of *property damage* liability stated in the declarations as "aggregate":

- (1) all *property damage* arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (2) below;
- (2) all *property damage* arising out of and occurring in the course of operations performed for the *named insured* by independent contractors and general supervision thereof by the *named insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (2) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *named insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard*.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3), above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B—For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. Policy Period; Territory

This insurance applies only to *bodily injury* or *property damage* which occurs during the policy period within the *policy territory*.

AMENDMENT OF CANCELATION CONDITION

(Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only. It is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

3850A


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

C-8428 9-58 PRINTED IN U.S.A.

EXX 012906

3991A

REMUNERATION OF EXECUTIVE OFFICERS—TEXAS

As respects executive officers in Texas, it is agreed that "\$200" shall be substituted for "\$300" in the definition of the word "remuneration" in Condition 1 of the policy.

THE TRAVELERS INSURANCE COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary


Secretary

3991A

C-7482 8-64 PRINTED IN U.S.A.

EXX 012907

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART
(Designated Contracts Only)

DECLARATIONS SCHEDULE

Forming part of Policy No. **RXSLG-3013615**

No.	Designation of Contracts	Code	Premium Bases	Rates		Advance Premium	
				B.I.	P.D.	B.I.	P.D.
	ALL WRITTEN CONTRACTS EXCEPT THOSE DEFINED IN THE DEFINITION OF THE POLICY SEE END 8000(B) (C) & (F)		(a) Number (b) Cost	(a) Per Contract (b) Per \$100 of Cost			
Total							

I. Coverage Y—Contractual Bodily Injury Liability

Coverage Z—Contractual Property Damage Liability

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage Y, bodily injury or

Coverage Z, property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(Continued on Page 2)

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EXX 012908

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART
(Designated Contracts Only)

DECLARATIONS SCHEDULE

Forming part of Policy No. **RXSLG-3013615**

No.	Designation of Contracts	Code	Premium Bases	Rates		Advance Premium	
				B.I.	P.D.	B.I.	P.D.
	ALL WRITTEN CONTRACTS EXCEPT THOSE DEFINED IN THE DEFINITION OF THE POLICY SEE END 8000(B) (C) & (F)		(a) Number (b) Cost	(a) Per Contract (b) Per \$100 of Cost			
Total							

I. Coverage Y—Contractual Bodily Injury Liability

Coverage Z—Contractual Property Damage Liability

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage Y, bodily injury or
 Coverage Z, property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(Continued on Page 2)

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EXX 012909

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Forming part of Policy No. **RKSLG-3013615**

Coverage	Limits of Liability
P. Personal Injury Liability	\$ 250,000 each person aggregate
The insurance afforded is only with respect to <i>personal injury</i> arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.	\$ 500,000 general aggregate
	Insured's Participation <u> </u> %
Groups of Offenses	Advance Premium
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	\$ INCLUDED IN COMPOSITE
B. Libel, Slander, Defamation or Violation of Right of Privacy	\$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	\$
Minimum Premium \$	Total Advance Premium \$ INCLUDED IN COMPOSITE

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium for each group of offenses for which insurance is afforded shall be the following percentages of the basic limits "Owners', Landlords' and Tenants'" and "Manufacturers' and Contractors'" earned bodily injury liability premium.

Group A 1.5 %

Group B 1.5 %

Group C 1.5 %

The premium developed as per above shall be subject to an increased limits of liability factor of 1.83

I. Coverage P—Personal Injury Liability

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "*personal injury*") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such *personal injury* even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- to *personal injury* arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- to *personal injury* sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- to *personal injury* arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- to *personal injury* arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. Persons Insured

Each of the following is an insured under this insurance to the extent set forth below:

- if the named insured is designated in the declarations as an individual, the person so designated;
- if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to *personal injury* arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. Limits of Liability—Insured's Participation

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain *personal injury*, or (3) claims made or suits brought on account of *personal injury*, the total liability of the company for all damages because of all *personal injury* to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of *personal injury* liability stated in the declarations as "each person aggregate".

Subject to the above provision respecting "each person aggregate", the total limit of the company's liability under this coverage for all damages shall not exceed the limit of *personal injury* liability stated in the declarations as "general aggregate".

- * If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. Amended Definition

When used in reference to this insurance:

"damages" means only those damages which are payable because of *personal injury* arising out of an offense to which this insurance applies.

PREMIUM DISCOUNT ENDORSEMENT—NEW YORK

(Automobile and General Liability Insurance)

It is agreed that the premium pertaining to New York for Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **New York Standard Premium.** Such premium pertaining to New York computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the New York Standard Premium.
2. **Total Standard Premium For All States.** The Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—New York**
 - (a) **For policy periods of one year or less—**The New York Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "New York Premium Discount Percentages."
 - (b) **For policy periods of more than one year—**The New York Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "New York Premium Discount Percentages" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to New York, the amount of premium discount applicable to the New York Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the New York Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium and (2) the discount determined by applying to that portion of the New York Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
 - (d) The provisions of this endorsement shall not apply in the event the New York Standard Premium is \$100 or less and in no event shall the application of the provisions of this endorsement result in an earned premium of less than \$100 as applicable to New York.
4. **Table—New York Premium Discount Percentages.** Stated on Pages 2 and 3 of this endorsement.

5.	Policy Numbers	Estimated Standard Premium
	RKSLG-3013615	
	RSLA-5885947	
	RPCA-487967	
	RCAX-509016	
	RSLGC-3542115	

Total _____

Applicable Premium Discount Percentages based on Total Estimated Advance Standard Premium:

General Liability _____ %
 Automobile Liability—Garages _____ %
 Taxis, Livery, Buses and Long Haul Truckmen _____ %
 All Other Automobile Liability _____ %

Amending Policy No. RKSLG-3013615

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

3760A


Secretary


Secretary

New York Premium Discount Percentages

(Forming a part of Endorsement 3760A)

Total Standard Premium (See Note)	General Liability	Automobile Liability for Garages	Taxi, Livery, Buses and Long Haul Truckmen	All Other Automobile Liability	Total Standard Premium (See Note)	General Liability	Automobile Liability for Garages	Taxi, Livery, Buses and Long Haul Truckmen	All Other Automobile Liability
(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
\$1,000 or less	0.0%	0.0%	0.0%	0.0%	\$7,000	10.6%	5.6%	2.8%	5.2%
1,050	0.7	0.3	0.1	0.3	7,200	10.7	5.7	2.9	5.3
1,100	1.2	0.6	0.1	0.5	7,400	10.9	5.8	3.0	5.4
1,150	1.6	0.7	0.1	0.7	7,600	11.0	5.9	3.1	5.5
1,200	1.9	0.9	0.2	0.8	7,800	11.1	6.0	3.3	5.6
1,250	2.3	1.1	0.2	1.0	8,000	11.2	6.1	3.4	5.7
1,300	2.6	1.2	0.2	1.1	8,200	11.3	6.2	3.5	5.7
1,350	2.9	1.4	0.3	1.2	8,400	11.4	6.3	3.6	5.8
1,400	3.1	1.5	0.3	1.3	8,600	11.5	6.3	3.6	5.9
1,450	3.4	1.6	0.3	1.4	8,800	11.6	6.4	3.7	6.0
1,500	3.6	1.7	0.3	1.5	9,000	11.7	6.5	3.8	6.0
1,550	3.8	1.8	0.4	1.6	9,200	11.8	6.5	3.9	6.1
1,600	4.0	1.9	0.4	1.7	9,400	11.9	6.6	4.0	6.2
1,650	4.2	2.0	0.4	1.8	9,600	12.0	6.7	4.0	6.2
1,700	4.4	2.1	0.4	1.9	9,800	12.1	6.7	4.1	6.3
1,750	4.6	2.2	0.4	2.0	10,000	12.2	6.8	4.2	6.4
1,800	4.7	2.3	0.5	2.0	10,500	12.4	6.9	4.4	6.5
1,850	4.9	2.3	0.5	2.1	11,000	12.5	7.1	4.5	6.6
1,900	5.0	2.4	0.5	2.2	11,500	12.7	7.2	4.6	6.7
1,950	5.2	2.5	0.5	2.2	12,000	12.8	7.3	4.8	6.8
2,000	5.4	2.6	0.5	2.3	12,500	12.9	7.3	4.9	6.9
2,100	5.6	2.7	0.5	2.4	13,000	13.0	7.4	5.0	7.0
2,200	5.8	2.8	0.6	2.5	13,500	13.1	7.5	5.1	7.0
2,300	6.0	2.9	0.6	2.6	14,000	13.2	7.6	5.1	7.1
2,400	6.2	3.0	0.6	2.7	14,500	13.3	7.6	5.2	7.2
2,500	6.4	3.0	0.6	2.7	15,000	13.4	7.7	5.3	7.3
2,600	6.5	3.1	0.6	2.8	16,000	13.6	7.8	5.5	7.4
2,700	6.7	3.2	0.6	2.9	17,000	13.7	7.9	5.6	7.5
2,800	6.8	3.2	0.6	2.9	18,000	13.8	8.0	5.7	7.5
2,900	6.9	3.3	0.7	3.0	19,000	13.9	8.1	5.8	7.6
3,000	7.1	3.4	0.7	3.0	20,000	14.0	8.2	5.9	7.7
3,100	7.2	3.4	0.7	3.1	21,000	14.1	8.2	5.9	7.7
3,200	7.3	3.5	0.7	3.1	22,000	14.2	8.3	6.0	7.8
3,300	7.4	3.5	0.7	3.2	23,000	14.2	8.3	6.1	7.9
3,400	7.5	3.6	0.7	3.2	24,000	14.3	8.4	6.1	7.9
3,500	7.5	3.6	0.7	3.2	25,000	14.4	8.5	6.2	8.0
3,600	7.6	3.6	0.7	3.3	27,500	14.5	8.5	6.3	8.1
3,700	7.7	3.7	0.7	3.3	30,000	14.8	8.8	6.5	8.3
3,800	7.8	3.7	0.7	3.3	32,500	15.3	9.2	6.8	8.6
3,900	7.8	3.7	0.7	3.4	35,000	15.7	9.5	7.1	8.9
4,000	7.9	3.8	0.8	3.4	37,500	16.1	9.8	7.3	9.2
4,200	8.1	3.8	0.8	3.5	40,000	16.4	10.1	7.5	9.4
4,400	8.2	3.9	0.8	3.5	42,500	16.7	10.3	7.7	9.6
4,600	8.3	3.9	0.8	3.5	45,000	16.9	10.5	7.8	9.8
4,800	8.4	4.0	0.8	3.6	47,500	17.1	10.7	8.0	10.0
5,000	8.5	4.1	0.9	3.7	50,000	17.3	10.8	8.1	10.1
5,200	8.8	4.3	1.2	3.9	52,500	17.5	11.0	8.2	10.3
5,400	9.1	4.5	1.4	4.1	55,000	17.7	11.1	8.3	10.4
5,600	9.3	4.7	1.6	4.3	57,500	17.8	11.2	8.4	10.5
5,800	9.5	4.8	1.8	4.4	60,000	18.0	11.3	8.5	10.6
6,000	9.7	5.0	2.0	4.6	62,500	18.1	11.5	8.6	10.7
6,200	9.9	5.1	2.2	4.7	65,000	18.2	11.5	8.6	10.8
6,400	10.1	5.3	2.3	4.8	67,500	18.3	11.6	8.7	10.9
6,600	10.3	5.4	2.5	5.0	70,000	18.4	11.7	8.8	10.9
6,800	10.4	5.5	2.6	5.1	72,500	18.5	11.8	8.8	11.0

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PREMIUM DISCOUNT ENDORSEMENT—NORTH CAROLINA

(Automobile and General Liability Insurance)

The premium pertaining to North Carolina for Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **North Carolina Standard Premium.** Such premium pertaining to North Carolina computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan and exclusive of any premium under any Automobile Liability Policy applicable with respect to automobiles classified as "Livery," "Buses other than School Buses" and "Long Haul Truckmen" shall be known as the North Carolina Standard Premium.
2. **Total Standard Premium for All States.** The Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—North Carolina**
 - (a) **For policy periods of one year or less**—The North Carolina Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "North Carolina Premium Discount Percentages."
 - (b) **For policy periods of more than one year**—The North Carolina Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "North Carolina Premium Discount Percentages" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to North Carolina, the amount of premium discount applicable to the North Carolina Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the North Carolina Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the North Carolina Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table—North Carolina Premium Discount Percentages.** Stated on Pages 2 and 3 of this endorsement.

5.	Policy Numbers	Estimated Standard Premium
	RKSLG-3013615	
	RSLA-5885947	
	RPCA-487967	
	RCAX-509016	
	RSLGC-3542115	

Total _____

Applicable Premium Discount Percentages based on Total Estimated Advance Standard Premium:

General Liability	_____ %
Automobile Liability—Garages	_____ %
Taxis	_____ %
All Other Automobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen	_____ %

Amending Policy No. RKSLG-3013615

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4080A


Secretary


Secretary

EXX 012913

North Carolina Premium Discount Percentages
(Forming a Part of Endorsement 4080A)

Total Standard Premium (See Note)	General Liability	Automobile Liability— Garages	Taxis	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen	Total Standard Premium (See Note)	General Liability	Automobile Liability— Garages	Taxis	All Other Auto- mobile Liability Except Livery, Buses other than School Buses, and Long Haul Truckmen
(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
\$1,000 or less	0.0%	0.0%	0.0%	0.0%	\$7,000	12.3%	7.0%	2.8%	6.5%
1,050	0.7	0.3	0.1	0.3	7,200	12.5	7.2	2.9	6.7
1,100	1.2	0.6	0.1	0.5	7,400	12.8	7.3	3.0	6.9
1,150	1.6	0.7	0.1	0.7	7,600	13.0	7.5	3.1	7.1
1,200	1.9	0.9	0.2	0.8	7,800	13.2	7.7	3.3	7.2
1,250	2.3	1.1	0.2	1.0	8,000	13.4	7.8	3.4	7.4
1,300	2.6	1.2	0.2	1.1	8,200	13.6	8.0	3.5	7.5
1,350	2.9	1.4	0.3	1.2	8,400	13.8	8.1	3.6	7.7
1,400	3.1	1.5	0.3	1.3	8,600	14.0	8.3	3.6	7.8
1,450	3.4	1.6	0.3	1.4	8,800	14.1	8.4	3.7	7.9
1,500	3.6	1.7	0.3	1.5	9,000	14.3	8.5	3.8	8.1
1,550	3.8	1.8	0.4	1.6	9,200	14.5	8.6	3.9	8.2
1,600	4.0	1.9	0.4	1.7	9,400	14.6	8.7	4.0	8.3
1,650	4.2	2.0	0.4	1.8	9,600	14.7	8.8	4.0	8.4
1,700	4.4	2.1	0.4	1.9	9,800	14.9	8.9	4.1	8.5
1,750	4.6	2.2	0.4	2.0	10,000	15.1	9.1	4.2	8.7
1,800	4.7	2.3	0.5	2.0	10,500	15.4	9.3	4.4	8.9
1,850	4.9	2.3	0.5	2.1	11,000	15.7	9.6	4.5	9.1
1,900	5.0	2.4	0.5	2.2	11,500	15.9	9.7	4.6	9.3
1,950	5.2	2.5	0.5	2.2	12,000	16.2	9.9	4.8	9.5
2,000	5.4	2.6	0.5	2.3	12,500	16.4	10.1	4.9	9.6
2,100	5.6	2.7	0.5	2.4	13,000	16.6	10.2	5.0	9.8
2,200	5.8	2.8	0.6	2.5	13,500	16.7	10.4	5.1	9.9
2,300	6.0	2.9	0.6	2.6	14,000	16.9	10.5	5.1	10.0
2,400	6.2	3.0	0.6	2.7	14,500	17.1	10.6	5.2	10.1
2,500	6.4	3.0	0.6	2.7	15,000	17.3	10.8	5.3	10.3
2,600	6.5	3.1	0.6	2.8	16,000	17.5	11.0	5.5	10.5
2,700	6.7	3.2	0.6	2.9	17,000	17.8	11.1	5.6	10.7
2,800	6.8	3.2	0.6	2.9	18,000	18.0	11.3	5.7	10.8
2,900	6.9	3.3	0.7	3.0	19,000	18.1	11.4	5.8	11.0
3,000	7.1	3.4	0.7	3.0	20,000	18.3	11.6	5.9	11.1
3,100	7.2	3.4	0.7	3.1	21,000	18.5	11.7	5.9	11.2
3,200	7.3	3.5	0.7	3.1	22,000	18.6	11.8	6.0	11.3
3,300	7.4	3.5	0.7	3.2	23,000	18.7	11.9	6.1	11.4
3,400	7.5	3.6	0.7	3.2	24,000	18.8	12.0	6.1	11.5
3,500	7.5	3.6	0.7	3.2	25,000	19.0	12.1	6.2	11.6
3,600	7.6	3.6	0.7	3.3	27,500	19.2	12.3	6.3	11.8
3,700	7.7	3.7	0.7	3.3	30,000	19.5	12.5	6.5	12.0
3,800	7.8	3.7	0.7	3.3	32,500	19.8	12.7	6.8	12.3
3,900	7.8	3.7	0.7	3.4	35,000	20.1	13.0	7.1	12.5
4,000	7.9	3.8	0.8	3.4	37,500	20.4	13.2	7.3	12.7
4,200	8.1	3.8	0.8	3.5	40,000	20.6	13.3	7.5	12.8
4,400	8.2	3.9	0.8	3.5	42,500	20.8	13.5	7.7	13.0
4,600	8.3	3.9	0.8	3.5	45,000	21.0	13.6	7.8	13.1
4,800	8.4	4.0	0.8	3.6	47,500	21.1	13.7	8.0	13.3
5,000	8.7	4.2	0.9	3.8	50,000	21.3	13.9	8.1	13.4
5,200	9.1	4.6	1.2	4.2	52,500	21.4	14.0	8.2	13.5
5,400	9.6	4.9	1.4	4.5	55,000	21.5	14.0	8.3	13.6
5,600	10.0	5.2	1.6	4.8	57,500	21.6	14.1	8.4	13.6
5,800	10.4	5.5	1.8	5.1	60,000	21.7	14.2	8.5	13.7
6,000	10.8	5.8	2.0	5.4	62,500	21.8	14.3	8.6	13.8
6,200	11.1	6.1	2.2	5.6	65,000	21.9	14.3	8.6	13.8
6,400	11.4	6.3	2.3	5.9	67,500	22.0	14.4	8.7	13.9
6,600	11.7	6.5	2.5	6.1	70,000	22.0	14.5	8.8	14.0
6,800	12.0	6.8	2.6	6.3	72,500	22.1	14.5	8.8	14.0

(Continued on reverse side)

C-9512A 3-62 PRINTED IN U.S.A.

EXX 012914

PREMIUM DISCOUNT ENDORSEMENT—TEAS

(General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
2. **Total Standard Premium For All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Texas**
 - (a) **For policy periods of one year or less—**The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year—**The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas,** the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table of Texas Premium Discount Percentages—**Stated below and on Page 2 of this endorsement.

5.	Policy Numbers	Estimated Standard Premium
	RKSLG-3013615	_____
	RSLA-5888947	_____
	RPCA-487967	_____
	RCAX-509016	_____
	_____	Total

Applicable premium discount percentage based on total estimated advance standard premium: _____ %

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES
(General Liability)

Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)	Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)	Total General Liability Standard Premium (See Note 1) (1)	Premium Discount Percentages Applicable to Texas General Li- ability Standard Premium (2)
\$1,000 or less	.0%	\$1,289	2.0%	\$1,832	4.0%
1,006	.1	1,309	2.1	1,871	4.1
1,018	.2	1,329	2.2	1,913	4.2
1,030	.3	1,349	2.3	1,956	4.3
1,042	.4	1,371	2.4	2,000	4.4
1,055	.5	1,392	2.5	2,048	4.5
1,068	.6	1,415	2.6	2,097	4.6
1,081	.7	1,439	2.7	2,149	4.7
1,095	.8	1,463	2.8	2,203	4.8
1,109	.9	1,488	2.9	2,260	4.9
1,123	1.0	1,514	3.0	2,320	5.0
1,138	1.1	1,540	3.1	2,384	5.1
1,153	1.2	1,568	3.2	2,451	5.2
1,168	1.3	1,597	3.3	2,522	5.3
1,184	1.4	1,627	3.4	2,598	5.4
1,200	1.5	1,658	3.5	2,677	5.5
1,217	1.6	1,690	3.6	2,762	5.6
1,235	1.7	1,723	3.7	2,853	5.7
1,252	1.8	1,758	3.8	2,950	5.8
1,271	1.9	1,794	3.9	3,053	5.9

(Continued on Page 2)

EXX 012915

PREMIUM DISCOUNT ENDORSEMENT—VIRGINIA

(General Liability Insurance)

The premium pertaining to Virginia for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Virginia General Liability Standard Premium.** Such premium pertaining to Virginia computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Virginia General Liability Standard Premium.
2. **Total Standard Premium For All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any automatic premium adjustment endorsement, any premium return plan endorsement, or other premium discount endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Virginia**
 - (a) **For policy periods of one year or less—**The Virginia General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Virginia Premium Discounts (General Liability Insurance)."
 - (b) **For policy periods of more than one year—**The Virginia General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Virginia Premium Discounts (General Liability Insurance)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Virginia, the amount of premium discount applicable to the Virginia General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Virginia General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Virginia General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.
4. **Table—Virginia Premium Discount Percentages—**Stated on Page 2 of this endorsement.

Policy Numbers	Estimated Standard Premium
RKSLG-3013615	
RSLA-5888947	
RPCA-487967	
RCAX-509016	
RSLGC-3542115	
	Total

Applicable premium discount percentage based on total estimated advance standard premium: _____%

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4109A


Secretary


Secretary

DATE OF EXPIRATION	MODE OF ADJUSTMENT	LOCATION OF RISK	OFFICE AND NAME OF AGENT

VIRGINIA PREMIUM DISCOUNTS
General Liability Insurance
(Forming a part of Premium Discount Endorsement—Virginia 4109A)

Total Standard Premium See Note 1)	Premium Discount Percentage Applicable to Virginia Standard Premium	Total Standard Premium See Note 1)	Premium Discount Percentage Applicable to Virginia Standard Premium	Total Standard Premium See Note 1)	Premium Discount Percentage Applicable to Virginia Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)
\$1,000 or less	0.0%	\$7,000	12.3%	\$62,500	21.8%
1,050	0.7	7,200	12.5	65,000	21.9
1,100	1.2	7,400	12.8	67,500	22.0
1,150	1.6	7,600	13.0	70,000	22.0
1,200	1.9	7,800	13.2	72,500	22.1
1,250	2.3	8,000	13.4	75,000	22.2
1,300	2.6	8,200	13.6	80,000	22.3
1,350	2.9	8,400	13.8	85,000	22.4
1,400	3.1	8,600	14.0	90,000	22.5
1,450	3.4	8,800	14.1	95,000	22.6
1,500	3.6	9,000	14.3	100,000	22.7
1,550	3.8	9,200	14.5	105,000	23.0
1,600	4.0	9,400	14.6	110,000	23.3
1,650	4.2	9,600	14.7	115,000	23.5
1,700	4.4	9,800	14.9	120,000	23.7
1,750	4.6	10,000	15.1	125,000	23.9
1,800	4.7	10,500	15.4	130,000	24.0
1,850	4.9	11,000	15.7	135,000	24.2
1,900	5.0	11,500	15.9	140,000	24.4
1,950	5.2	12,000	16.2	145,000	24.5
2,000	5.4	12,500	16.4	150,000	24.7
2,100	5.6	13,000	16.6	162,500	25.0
2,200	5.8	13,500	16.7	175,000	25.2
2,300	6.0	14,000	16.9	187,500	25.5
2,400	6.2	14,500	17.1	200,000	25.6
2,500	6.4	15,000	17.3	212,500	25.8
2,600	6.5	16,000	17.5	225,000	25.9
2,700	6.7	17,000	17.8	237,500	26.1
2,800	6.8	18,000	18.0	250,000	26.2
2,900	6.9	19,000	18.1	262,500	26.3
3,000	7.1	20,000	18.3	275,000	26.4
3,100	7.2	21,000	18.5	287,500	26.5
3,200	7.3	22,000	18.6	300,000	26.6
3,300	7.4	23,000	18.7	312,500	26.6
3,400	7.5	24,000	18.8	325,000	26.7
3,500	7.5	25,000	19.0	337,500	26.8
3,600	7.6	27,500	19.2	350,000	26.8
3,700	7.7	30,000	19.5	362,500	26.9
3,800	7.8	32,500	19.8	375,000	27.0
3,900	7.8	35,000	20.1	387,500	27.0
4,000	7.9	37,500	20.4	400,000	27.0
4,200	8.1	40,000	20.6	412,500	27.1
4,400	8.2	42,500	20.8	425,000	27.1
4,600	8.3	45,000	21.0	437,500	27.2
4,800	8.4	47,500	21.1	450,000	27.2
5,000	8.7	50,000	21.3	462,500	27.2
5,200	9.1	52,500	21.4	475,000	27.3
5,400	9.6	55,000	21.5	487,500	27.3
5,600	10.0	57,500	21.6	500,000 and over	
5,800	10.4	60,000	21.7	(See Note 2)	
6,000	10.8				
6,200	11.1				
6,400	11.4				
6,600	11.7				
6,800	12.0				

NOTE: 1. If the Total Standard Premium is between two of the amounts shown in column (1), the premium discount percentage applicable is that shown for the lower of such amounts.

2. If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 27.3% for the first \$500,000 and 28.5% for the portion over \$500,000.

4109A

EXX 012917

RETROSPECTIVE PREMIUM ENDORSEMENT—PLAN_____

SHORT FORM 2ND YEAR

It is agreed that the premium for the policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement—Plan D forming a part of Policy **RKSLG-2688640**

Amending Policy No. **RKSLG-3013615**

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4119


Secretary


Secretary

EXX 012918

SYMBOL NUMBERS OF ENDORSEMENTS

Amending Policy No. RKSLG-3013615

It is agreed that endorsements with the following symbol numbers form a part of this policy on its effective date:

3760A	8000(A-Y)
3850A	8800-
3991A	9380
4080A	
4109A	
4119	
4128A	

THE TRAVELERS INSURANCE COMPANY


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____			
FOR CO USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS AGREED THAT EXCLUSION (F) IS DELETED

EXX 012920

This endorsement is executed on the reverse side hereof.

8000(L) Synbol No.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR DO USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF PRODUCTS HAZARD

EXCEPT WITH RESPECT TO HAZARDS DESCRIBED IN SCHEDULE 8800 IT IS AGREED THAT THE POLICY DOES NOT APPLY TO THE PRODUCTS HAZARD AS DEFINED THEREIN.

THE WORD "OPERATIONS" AS USED IN THE PRODUCTS HAZARD INCLUDES ANY ACT OR OMISSIONS IN CONNECTION WITH OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED ON THE PREMISES OR ELSEWHERE WHETHER OR NOT GOODS OR PRODUCTS ARE INVOLVED IN SUCH OPERATIONS.

EXX 012921

This endorsement is executed on the reverse side hereof.

8000(M) Symbol No.

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY AS
RESPECTS THE FOLLOWING JOBS -**

**JOB #7104 FOR THE PACIFIC GAS & ELECTRIC COMPANY,
SAN FRANCISCO, CALIF.**

**JOB #5317 SINCLAIR-KOPPERS ETHYLENE PLANT,
PASADENA, TEX**

JOB #5370 CLINTON, IOWA

JOB #5377 TEXAS CITY, TEX

This endorsement is executed on the reverse side hereof.

8000(N) Symbol No.

EXX 012922

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OR USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

TO COVER THE INTEREST OF
KELLOGG EMPLOYEES FEDERAL CREDIT UNION
AS RESPECTS PREMISES AT
711 THIRD AVE
NEW YORK NY

This endorsement is executed on the reverse side hereof.

8000(0) Symbol No.

EXX 012923

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROO. CODE	PROO. MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

BOTTOM OF 8800 TO READ:

MINIMUM PREMIUMS PREMISES-OPS.

BI - S 127.00
E 36.00

PD - S 26.00
E 8.00

This endorsement is executed on the reverse side hereof.

8000(P) SYMBOL NO.

EXX 012924

Effective from 2-1-70 at the time of day the policy becomes effective. Amending Policy No. RK3LG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 1-24-68 MC

FOR TO USE	OFFICE PLACE NYJ-140	PROD CODE 57310	PROD MARSH-MCLENNAN INC-NY
WILL EARNERS	12-31-67	MODE OF ACQUISIT A	LOC OF RISK X

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COMPREHENSIVE GENERAL LIABILITY INSURANCE AS PROVIDED BY THE POLICY ALSO APPLIES TO DAMAGES BECAUSE OF INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER, DURING THE POLICY PERIOD, MEDICAL OR NURSING TREATMENT BY ONE MALE NURSE EMPLOYED BY THE NAMED INSURED ON JOB #7749 IN MOUNDSVILLE, WEST VIRGINIA, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. EXCEPT AS STATED IN THIS ENDORSEMENT, THE POLICY DOES NOT APPLY TO INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER THE PROFESSIONAL SERVICES DESCRIBED ABOVE.
2. INSURED'S DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT. WHEN AN INJURY OCCURS, WRITTEN NOTICE SHALL BE GIVEN BY OR ON BEHALF OF THE INSURED, IN ACCORDANCE WITH THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION.
3. FIRST AID EXCLUSION. THE INSURANCE SHALL NOT APPLY TO EXPENSES INCURRED BY THE INSURED FOR FIRST AID AT THE TIME OF AN ACCIDENT AND THE "SUPPLEMENTARY PAYMENTS" PROVISION AND THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION ARE AMENDED ACCORDINGLY.
4. LIMITS OF LIABILITY. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS APPLICABLE TO "EACH CLAIM" IS THE LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES ON ACCOUNT OF EACH CLAIM OR SUIT COVERED HEREUNDER; SUBJECT TO THE FOREGOING PROVISION RESPECTING "EACH CLAIM," THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS "AGGREGATE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES.
5. THE PROVISIONS OF THE NUCLEAR ENERGY EXCLUSION APPLY TO THIS INSURANCE AND THE REMAINING EXCLUSIONS ARE REPLACED BY THE FOLLOWING:
THE INSURANCE UNDER THIS ENDORSEMENT DOES NOT APPLY:
 - A. TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED, OR TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW;
 - B. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY MOTOR VEHICLE, TRAILER, SEMI-TRAILER, WATERCRAFT OR AIRCRAFT.

SCHEDULE

LIMITS OF LIABILITY: \$250,000 EACH CLAIM
\$500,000 AGGREGATE

2 DUPLICATES ISSUED

This endorsement is executed on the reverse side hereof.

S-MBCH-NO

3000

EXX 012925

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #7682 AT MAINE MEDICAL CENTER
PORTLAND, MAINE**

LIMITS OF LIABILITY:

BODILY INJURY

\$ 250,000 EACH PERSON
\$1,000,000 EACH OCCURRENCE
\$ AGGREGATE

PROPERTY DAMAGE

\$ EACH OCCURRENCE
\$ AGGREGATE

CLASSIFICATION

9880

RATE COV A

E TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(Q) Special No.

EXX 012926

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO USE	OFFICE & CODE	MOD. CODE	PROD
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: JOB #7494 AT FORT MARTIN STATION, W VA

LIMITS OF LIABILITY:

BODILY INJURY

§
§
§

**EACH PERSON
EACH OCCURRENCE
AGGREGATE**

PROPERTY DAMAGE

§
§

**500,000 EACH OCCURRENCE
500,000 AGGREGATE**

CLASSIFICATION

9880

RATE COV B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(R) SYMBOL No.

EXX 012927

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO USE	OFFICE & CODE	PROD. CODE	PROD.
POL. EXPIRES	MODE OF ADJUST.	LOC OF RISK	

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #5371 FOR TERRA CHEMICALS INTERNATIONAL INC
AT PORT NEAL IOWA**

LIMITS OF LIABILITY:

BODILY INJURY

\$ 500,000 EACH PERSON
\$1,000,000 EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$ 3,000,000 EACH OCCURRENCE
\$ 3,000,000 AGGREGATE

CLASSIFICATION

RATE

COV A

COV B

9880

E - TO BE DETERMINED

E - TO BE DETERMINED

EXCESS LIMITS CHARGE PD E 100.00

This endorsement is executed on the reverse side hereof.

8000(S) Symbol No

EXX 012928

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COMPOSITE RATE ENDORSEMENT

1. THE PREMIUM FOR THE POLICY IS BASED UPON REMUNERATION AS DEFINED IN CONDITION 1 OF THE POLICY.
2. THE ADVANCE PREMIUM STATED IN THE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY. UPON TERMINATION OF THE POLICY THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY AND THIS ENDORSEMENT. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY; IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY SUCH INSURED.
3. THE LIMITS OF LIABILITY EXPRESSED IN THIS POLICY ARE IN NO EVENT CUMULATIVE WITH THE LIMITS OF LIABILITY EXPRESSED IN ANY OTHER LIABILITY POLICY ISSUED BY THE COMPANY TO THE NAMED INSURED.

SCHEDULE

<u>HAZARD</u>	<u>ESTIMATED TOTAL ANNUAL REMUNERATION</u>	<u>RATES PER \$100 OF REMUNERATION</u>		<u>ESTIMATED ADVANCE PREMIUM</u>	
		<u>COV A</u>	<u>COV B</u>	<u>COV A</u>	<u>COV B</u>
GENERAL LIABILITY 9000 TEX	IF ANY	S- TO BE DETERMINED E- TO BE DETERMINED	S- TO BE DETERMINED E- TO BE DETERMINED		
EXCLUDING PRODUCTS 9890	ALL STATES	\$12,095,629			
		S- TO BE DETERMINED E- TO BE DETERMINED	S- TO BE DETERMINED E- TO BE DETERMINED	3350.49 2019.97	2237.69 374.96

— This endorsement is executed on the reverse side hereof.

8000(A) SYMBOL NO.

EXX 012929

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISA
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY COVERAGE A OF THE POLICY APPLIES TO SUCH LIABILITY AS MAY BE IMPOSED UPON THE NAMED INSURED BY REASON OF RELEASES OR PASSES SIGNED BY EMPLOYEES OF THE NAMED INSURED WHEREBY IN ORDER TO ENTER PREMISES OF OTHERS SAID EMPLOYEES AGREES TO HOLD HARMLESS SUCH OTHERS WITH RESPECT TO INJURIES SUSTAINED BY OR INJURIES CAUSED BY SUCH EMPLOYEES WHILE ON SUCH PREMISES.

This endorsement is executed on the reverse side hereof.

8000(B) Symbol No.

EXX 012930

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OR USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED UNDER COVERAGE Y OF THE POLICY AS DESIGNATED ON CONTRACTUAL LIABILITY INSURANCE COVERAGE PART L3 INCLUDES THE FOLLOWING:

IT IS UNDERSTOOD THAT EMPLOYEES OF THE INSURED WHILE ENGAGED IN THE BUSINESS OF THE INSURED ENTER PREMISES OF THIRD PARTIES. SUCH EMPLOYEES MAY BE REQUIRED TO SIGN AGREEMENTS RELEASING SUCH THIRD PARTIES FROM THE INSURED'S RIGHTS OF RECOVERY AGAINST SUCH THIRD PARTIES BECAUSE OF BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY SUCH EMPLOYEES.

IN CONSIDERATION OF THE PREMIUM HEREIN PROVIDED FOR, THE COMPANY AGREES TO WAIVE ANY RIGHT OF SUBROGATION WHICH MAY ACCRUE TO THE COMPANY UNDER CONDITION K OF ANY STANDARD WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY ISSUED BY THE COMPANY TO THE INSURED, AGAINST ANY SUCH THIRD PARTY WITH WHOM ANY SUCH EMPLOYEE HAS ENTERED INTO SUCH AN AGREEMENT.

This endorsement is executed on the reverse side hereof.

8000(C) SYMBOL NO.

EXX 012931

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISA
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

NOTICE IS ACCEPTED THAT COVERAGE AFFORDED UNDER THE POLICY SHALL APPLY ALSO TO OPERATIONS PERFORMED BY THE INSURED UNDER CONTRACT FOR U.S. NAVY DEPARTMENT, BUREAU OF ORDNANCE, WASHINGTON, D.C. AND U.S. AIR FORCES, AIR MATERIEL COMMAND, WRIGHT PATTERSON AIR FORCE BASE, DAYTON, OHIO.

IT IS FURTHER AGREED -

1. WAIVER OF SUBROGATION AGAINST THE UNITED STATES

THE COMPANY WAIVES ANY RIGHT OF SUBROGATION AGAINST THE UNITED STATES OF AMERICA WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY AND POLICIES RUB-3013614 DRKUB-3013613

CANCELATION.

IN THE EVENT OF CANCELATION, THIRTY DAYS NOTICE WILL BE GIVEN THE DEPARTMENT OF THE NAVY, OFFICE OF NAVAL MATERIEL, INSURANCE BRANCH, WASHINGTON 25, D.C.

LIMITS OF LIABILITY:

COVERAGE A	\$250,000 EACH PERSON \$500,000 EACH ACCIDENT
COVERAGE B	\$100,000 EACH ACCIDENT \$100,000 AGGREGATE OPERATIONS

This endorsement is executed on the reverse side hereof.

8000(D) SYMBOL NO.

EXX 012932

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD
POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK	

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED
BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:**

CONTRACTUAL LIABILITY INSURANCE

BLANKET CONTRACTUAL LIABILITY INSURANCE

**IT IS AGREED THAT THE INSURANCE APPLIES TO CONTRACTUAL LIABILITY ASSUMED
BY THE INSURED UNDER ANY WRITTEN CONTRACT, SUBJECT TO THE FOLLOWING ADDI-
TIONAL PROVISIONS:**

1. THIS INSURANCE DOES NOT APPLY:

- A. TO LIABILITY ASSUMED BY THE INSURED UNDER ANY INCIDENTAL CONTRACT;**
- B. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE CONSTRUCTION, MAINTENANCE OR REPAIR OF WATERCRAFT OR THE LOADING OR UNLOADING THEREOF;**
- C. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF OPERATIONS, WITHIN 50 FEET OF ANY RAILROAD PROPERTY, AFFECTING ANY RAILROAD BRIDGE OR TRESTLE, TRACKS, ROAD BED, TUNNEL, UNDERPASS OR CROSSING;**
- D. TO PROPERTY DAMAGE TO TOOLS, MATERIAL OR EQUIPMENT OWNED BY ANY INDEMNITEE WHILE PERFORMING OPERATIONS CONTRACTED FOR BY THE INSURED;**

- 2. WHEN USED AS A PREMIUM BASIS, THE WORD "SALES" MEANS THE GROSS AMOUNT OF MONEY CHARGED BY THE NAMED INSURED OR BY OTHERS TRADING UNDER HIS NAME FOR ALL GOODS AND PRODUCTS SOLD OR DISTRIBUTED DURING THE POLICY PERIOD AND CHARGED DURING THE POLICY PERIOD FOR INSTALLATION, SERVICING, OR REPAIR, AND INCLUDES TAXES, OTHER THAN TAXES WHICH THE NAMED INSURED AND SUCH OTHERS COLLECT AS A SEPARATE ITEM AND REMIT DIRECTLY TO A GOVERNMENTAL DIVISION;**

- 3. WHEN USED AS A PREMIUM BASIS, THE WORD "COST" SHALL NOT INCLUDE THE COST OF ANY OPERATIONS TO WHICH EXCLUSIONS (B) AND (C) APPLY.**

This endorsement is executed on the reverse side hereof.

8000(F) SYMBOL NO.

EXX 012933

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR DO. USE	OFFICE A CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD. LOC. OF BUS.
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

WHEREVER IN ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY REFERENCE IS MADE BY NUMBER TO A SPECIFIC JOB UNDERTAKEN BY THE INSURED, IT IS UNDERSTOOD AND AGREED THAT SUCH SPECIFIC JOB NUMBER INCLUDES ALL OTHER JOBS RELATED TO AND UNDERTAKEN AT THE SAME LOCATION AS SUCH SPECIFIC JOB FOR WHICH DIFFERENT JOB NUMBERS MAY BE ASSIGNED.

This endorsement is executed on the reverse side hereof.

8000(E) Symbol No.

EXX 012934

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS UNDERSTOOD AND AGREED THAT INsofar AS THIS POLICY
MAY COVER MORE THAN ONE INSURED, ALL INSURING AGREEMENTS
AND ENDORSEMENTS WITH THE EXCEPTION OF LIMITS OF LIABILITY
SHALL OPERATE IN THE SAME MANNER AS IF THERE WAS A SEPARATE
POLICY OF INSURANCE COVERAGE EACH NAMED INSURED.

This endorsement is executed on the reverse side hereof.

8000(G) Symbol No.

EXX 012935

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY
THIS POLICY FOR BODILY INJURY LIABILITY SHALL APPLY
WITH RESPECT TO THE LEGAL LIABILITY OF THE INSURED
FOR BODILY INJURIES INCLUDING DEATH RESULTING
THEREFROM AS A RESULT OF ATHLETICS, SPORTS, SOCIAL,
EDUCATIONAL OR OTHER ACTIVITIES CONDUCTED ANYWHERE
IN THE UNITED STATES.

This endorsement is executed on the reverse side hereof.

8000(1) SYMBOL No

EXX 012936

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY SHALL APPLY TO ALL WHOLLY OWNED SUBSIDIARIES OF THE NAMED INSURED AS INSURED.

AS OF THE EFFECTIVE DATE OF THIS ENDORSEMENT THE WHOLLY OWNED SUBSIDIARIES OF THE NAMED INSURED ARE:

KELLOGG OVERSEAS CORPORATION
KELLOGG INTERNATIONAL CORPORATION
KELLOGG PAN AMERICAN CORPORATION
KELLOGG OVERSEAS CONSTRUCTION CORPORATION
KELLOGG OVERSEAS SERVICE CORPORATION
KELLOGG REFINERY CONSULTANTS LIMITED
KELLOGG OF PANAMA CORPORATION
COMPANIA KELLOGG DE VENEZUELA
DEUTSCHE KELLOGG INDUSTRIEBAU
SOCIETE KELLOGG
CANADIAN KELLOGG COMPANY, LTD.

IF SUBSEQUENT TO THE EFFECTIVE DATE OF THIS ENDORSEMENT THE NAMED INSURED ACQUIRES COMPLETE OWNERSHIP IN ANOTHER SUBSIDIARY OR IN OTHER SUBSIDIARIES THE NAMED INSURED WILL ADVISE THE COMPANY ACCORDINGLY.

THE PREMIUM APPLICABLE WITH RESPECT TO THE HAZARD OF EACH SUCH WHOLLY OWNED SUBSIDIARY OF THE NAMED INSURED SHALL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF THE MANUALS IN USE BY THE COMPANY.

This endorsement is executed on the reverse side hereof.

8000(H) SYMBOL NO.

EXX 012937

Effective from DEC 3 1966 at the time of day the policy becomes effective. Amending Policy No. (KSLG-3013615)

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 1-24-68 MC

FOR CO. USE	OFFICE & CODE <u>NY J-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
	EXPIRES <u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF ALL HAZARDS IN CONNECTION WITH DESIGNATED LOCATION

THIS POLICY DOES NOT APPLY TO ANY HAZARD AT THE PREMISES DESIGNATED BELOW OR TO OPERATIONS ELSEWHERE WHICH ARE NECESSARY TO OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE OR USE OF SUCH PREMISES.

THE RESEARCH DEVELOPMENT LABORATORY
PISCATAWAY NJ

THE COMPANY WILL NOT COLLECT ANY PREMIUM DEVELOPED IN CONNECTION WITH SUCH HAZARDS.

THIS ENDORSEMENT SUPERSEDES AND CANCELS ENDORSEMENT 8000(J) ISSUED WITH THE POLICY

2 DUPLICATES ISSUED

This endorsement is executed on the reverse side hereof.

SYMBOL NO.

8000(J)

EXX 012938

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF ALL HAZARDS IN CONNECTION WITH DESIGNATED LOCATION

THIS POLICY DOES NOT APPLY TO ANY HAZARD AT THE PREMISES DESIGNATED BELOW OR TO OPERATIONS ELSEWHERE WHICH ARE NECESSARY TO OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE OR USE OF SUCH PREMISES.

**FOOT OF DANFORTH AVE.,
JERSEY CITY, NJ**

THE COMPANY WILL NOT COLLECT ANY PREMIUM DEVELOPED IN CONNECTION WITH SUCH HAZARDS.

*Should refer to R+D Laboratory
Piscataway, N.J.*

*Superseded
17*

This endorsement is executed on the reverse side hereof.

8000(J) Symbol No.

EXX 012939

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of issue: _____

FOR OR. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**IT IS AGREED THAT EXCLUSION E OF CONTRACTUAL LIABILITY
INSURANCE COVERAGE PART L3 IS DELETED.**

This endorsement is executed on the reverse side hereof.

8000(K) SYMBOL No.

EXX 012940

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR OD. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION OF PRODUCTS HAZARD

EXCEPT WITH RESPECT TO HAZARDS DESCRIBED IN SCHEDULE 8800 IT IS AGREED THAT THE POLICY DOES NOT APPLY TO THE PRODUCTS HAZARD AS DEFINED THEREIN.

THE WORD "OPERATIONS" AS USED IN THE PRODUCTS HAZARD INCLUDES ANY ACT OR OMISSIONS IN CONNECTION WITH OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED ON THE PREMISES OR ELSEWHERE WHETHER OR NOT GOODS OR PRODUCTS ARE INVOLVED IN SUCH OPERATIONS.

This endorsement is executed on the reverse side hereof.

8000(M) Symbol No.

EXX 012941

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. MSLG-3013015

Issued to _____

Date of Issue: _____

FOR DO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY AS
RESPECTS THE FOLLOWING JOBS -**

**JOB #7104 FOR THE PACIFIC GAS & ELECTRIC COMPANY,
SAN FRANCISCO, CALIF.**

**JOB #5317 SINCLAIR-KOPPERS ETHYLENE PLANT,
PASADENA, TEX**

JOB #5370 CLINTON, IOWA

JOB #5377 TEXAS CITY, TEX

This endorsement is executed on the reverse side hereof.

8000(N) SYMBOL No.

EXX 012942

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. **RKSLG-3013615**

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

TO COVER THE INTEREST OF
KELLOGG EMPLOYEES FEDERAL CREDIT UNION
AS RESPECTS PREMISES AT
711 THIRD AVE
NEW YORK NY

This endorsement is executed on the reverse side hereof.

8000(0) Symbol No.

EXX 012943

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. HKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

BOTTOM OF 8800 TO READ:

MINIMUM PREMIUMS PREMISES-OPS.

BI - S 127.00
E 36.00

PD - S 26.00
E 8.00

This endorsement is executed on the reverse side hereof.

8000(P) SYMBOL NO

EXX 012944

Effective from 2-1-1967 at the time of day the policy becomes effective. Attending Policy No. RK3LG-3013615

Issued to: THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 1-24-68 MC

OFFICE A CODE	NYJ-140	PROD. CODE	57310	PROD.	MARSH-MCLENNAN INC-NY
CO USE	12-31-67	WIDE OF ADJUST	A	LOC OF RISK	X

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COMPREHENSIVE GENERAL LIABILITY INSURANCE AS PROVIDED BY THE POLICY ALSO APPLIES TO DAMAGES BECAUSE OF INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER, DURING THE POLICY PERIOD, MEDICAL OR NURSING TREATMENT BY ONE MALE NURSE EMPLOYED BY THE NAMED INSURED ON JOB #7749 IN MOUNDSVILLE, WEST VIRGINIA, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

1. EXCEPT AS STATED IN THIS ENDORSEMENT, THE POLICY DOES NOT APPLY TO INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER THE PROFESSIONAL SERVICES DESCRIBED ABOVE.
2. INSURED'S DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT. WHEN AN INJURY OCCURS, WRITTEN NOTICE SHALL BE GIVEN BY OR ON BEHALF OF THE INSURED, IN ACCORDANCE WITH THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION.
3. FIRST AID EXCLUSION. THE INSURANCE SHALL NOT APPLY TO EXPENSES INCURRED BY THE INSURED FOR FIRST AID AT THE TIME OF AN ACCIDENT AND THE "SUPPLEMENTARY PAYMENTS" PROVISION AND THE "INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT" CONDITION ARE AMENDED ACCORDINGLY.
4. LIMITS OF LIABILITY. THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS APPLICABLE TO "EACH CLAIM" IS THE LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES ON ACCOUNT OF EACH CLAIM OR SUIT COVERED HEREUNDER; SUBJECT TO THE FOREGOING PROVISION RESPECTING "EACH CLAIM," THE LIMIT OF LIABILITY STATED IN THE SCHEDULE BELOW AS "AGGREGATE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES.
5. THE PROVISIONS OF THE NUCLEAR ENERGY EXCLUSION APPLY TO THIS INSURANCE AND THE REMAINING EXCLUSIONS ARE REPLACED BY THE FOLLOWING:
THE INSURANCE UNDER THIS ENDORSEMENT DOES NOT APPLY:
 - A. TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED, OR TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW;
 - B. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY MOTOR VEHICLE, TRAILER, SEMI-TRAILER, WATERCRAFT OR AIRCRAFT.

SCHEDULE

LIMITS OF LIABILITY: \$250,000 EACH CLAIM
\$500,000 AGGREGATE

2 DUPLICATES ISSUED

This endorsement is executed on the reverse side hereof.

SYMBOL NO.

8000

EXX 012945

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. PKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #7682 AT MAINE MEDICAL CENTER
PORTLAND, MAINE**

LIMITS OF LIABILITY:

BODILY INJURY
\$ 250,000 EACH PERSON
\$1,000,000 EACH OCCURRENCE
\$ AGGREGATE

PROPERTY DAMAGE
\$ EACH OCCURRENCE
\$ AGGREGATE

CLASSIFICATION

9880

RATE COV A

E TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(Q) Symbol No.

EXX 012946

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: JOB #7494 AT FORT MARTIN STATION, W VA

LIMITS OF LIABILITY:

BODILY INJURY

•
•
•

**EACH PERSON
EACH OCCURRENCE
AGGREGATE**

PROPERTY DAMAGE

•
•

**500,000 EACH OCCURRENCE
500,000 AGGREGATE**

CLASSIFICATION

9880

RATE COV B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(R) Symbol No.

EXX 012947

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST.	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #5371 FOR TERRA CHEMICALS INTERNATIONAL INC
AT PORT NEAL IOWA**

LIMITS OF LIABILITY:

BODILY INJURY

\$ 500,000 EACH PERSON
\$1,000,000 EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$ 3,000,000 EACH OCCURRENCE
\$ 3,000,000 AGGREGATE

CLASSIFICATION

RATE

COV A

COV B

9880

E - TO BE DETERMINED

E - TO BE DETERMINED

EXCESS LIMITS CHARGE PD E 100.00

This endorsement is extended on the reverse side hereof.

8000(S) Symbol No.

EXX 012948

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST.	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

IT IS AGREED THAT EXCLUSION (F) IS DELETED

This endorsement is executed on the reverse side hereof.

8000(L) SYMBOL No.

EXX 012949

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
	POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

**PREMISES: JOB #5311 FOR FIRST NITROGEN CORPORATION
DONALDSONVILLE LA**

LIMITS OF LIABILITY:

BODILY INJURY

§
§
§

**EACH PERSON
EACH OCCURRENCE
AGGREGATE**

PROPERTY DAMAGE

**\$2,000,000
\$2,000,000**

**EACH OCCURRENCE
AGGREGATE**

CLASSIFICATION

9880

RATE-COV. B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(U) SYMBOL No.

EXX 012950

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

RECEIVED
JAN 10 1965
NEW YORK

RECEIVED
JAN 10 1965
NEW YORK

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY

J. H. Macdonald
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

J. H. Macdonald
Secretary

Countersigned by

George P. McSwath

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Macdonald
Secretary

EXX 012951

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR OO USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: ALL LOCATIONS AT WHICH THE GOVERNING CLASSIFICATION OF OPERATIONS PERFORMED BY THE INSURED IS OIL STILL ERECTION OR REPAIR. 3436

LIMITS OF LIABILITY:

BODILY INJURY

\$
\$
\$

EACH PERSON
EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$1,000,000
\$1,000,000

EACH OCCURRENCE
AGGREGATE

RATE - COV. B

ALL STATES 9890

E - TO BE DETERMINED

TEXAS 9000

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(V) Symbol No.

EXX 012952

1. NAME
2. ADDRESS

3. CITY AND STATE

4. PHONE NUMBER

5. BUSINESS

6. DATE OF BIRTH
7. DATE OF DEATH
8. DATE OF MARRIAGE

9. DATE OF DEATH
10. DATE OF MARRIAGE
11. DATE OF DEATH

12. DATE OF BIRTH

13. DATE OF DEATH

14. DATE OF BIRTH
15. DATE OF DEATH
16. DATE OF MARRIAGE

17. DATE OF BIRTH

18. DATE OF BIRTH
19. DATE OF DEATH
20. DATE OF MARRIAGE
21. DATE OF DEATH
22. DATE OF MARRIAGE
23. DATE OF DEATH

24. DATE OF BIRTH
25. DATE OF DEATH

THE TRAVELERS INSURANCE COMPANY

John H. H. H.
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

John H. H. H.
Secretary

Countersigned by

THE CHARTER OAK FIRE INSURANCE COMPANY

John H. H. H.
Secretary

George P. Mc Beath

EXX 012953

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK
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(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

**LIMITS OF LIABILITY
(SPECIFIC LOCATION)**

THAT THE LIMITS OF LIABILITY SHALL BE AS STATED BELOW WITH RESPECT TO THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES HEREIN DESIGNATED OR OPERATIONS NECESSARY OR INCIDENTAL THERETO, BUT THIS INSURANCE DOES NOT APPLY TO OTHER PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED OR OPERATIONS ON OR FROM SUCH PREMISES.

SCHEDULE

PREMISES: RADELL AVE
BOUND BROOK NJ

LIMITS OF LIABILITY:

BODILY INJURY

\$
\$
\$

EACH PERSON
EACH OCCURRENCE
AGGREGATE

PROPERTY DAMAGE

\$ 500,000
\$ 500,000

EACH OCCURRENCE
AGGREGATE

CLASSIFICATION

9880

RATE - COV B

E - TO BE DETERMINED

This endorsement is executed on the reverse side hereof.

8000(W) Symbol No.

EXX 012954

NO. 100141-1-1001

THE TRAVELERS INSURANCE COMPANY
NEW YORK, N. Y.

THE TRAVELERS INDEMNITY COMPANY
NEW YORK, N. Y.

THE CHARTER OAK FIRE INSURANCE COMPANY
NEW YORK, N. Y.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE TRAVELERS INSURANCE COMPANY
NEW YORK, N. Y.

THE TRAVELERS INSURANCE COMPANY
NEW YORK, N. Y.

THE TRAVELERS INSURANCE COMPANY

W. H. H. H.
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

W. H. H. H.
Secretary

Countersigned by

George P. Mc Neely

THE CHARTER OAK FIRE INSURANCE COMPANY

W. H. H. H.
Secretary

EXX 012955

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____
Date of Issue: _____

FOR CO. USE	OFFICE & CODE POL. EXPIRES	PROD. CODE MODE OF ADJUST	PROD. LOC. OF RISK

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

ADVANCE PREMIUM ENDORSEMENT

THE ADVANCE PREMIUM COLUMN IN ITEM 3 OF THE DECLARATIONS IS REPLACED BY THE ADVANCE PREMIUM COLUMN SHOWN BELOW

PARTS

L1 BODILY INJURY LIABILITY
BODILY INJURY LIABILITY
PROPERTY DAMAGE LIABILITY

L3
L15A

ADVANCE PREMIUM

S 3477
E 2091
S 2264
E 578
INCL IN COMPOSITE
INCL IN COMPOSITE

This endorsement is executed on the reverse side hereof.

8000(X) Symbol No

EXX 012956

THE TRAVELERS INSURANCE COMPANY

J. H. Madunick
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

J. H. Madunick
Secretary

Countersigned by

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Madunick
Secretary

George P. McSwath

EXX 012957

Effective from _____ at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to _____

Date of Issue: _____

FOR CO. USE	OFFICE & CODE	PROD. CODE	PROD.
POL. EXPIRES	MODE OF ADJUST	LOC. OF RISK	

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

THE POLICY DOES NOT APPLY TO ANY HAZARD AT PREMISES IN CANADA OR TO ANY HAZARD ELSEWHERE WHICH ARISES FROM GOODS OR PRODUCTS MANUFACTURED AT OR DISTRIBUTED FROM SUCH PREMISES OR FROM OPERATIONS EITHER ON SUCH PREMISES OR ELSEWHERE WHICH ARE NECESSARY OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE OR USE OF SUCH PREMISES.

This endorsement is executed on the reverse side hereof.

8000 (✓) SYMBOL No.

EXX 012958

THE TRAVELERS INSURANCE COMPANY


Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

Countersigned by _____

EXX 012959

Effective from DEL 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKS1-G-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 9-21-67 AMG

FOR CO. USE	OFFICE & CODE <u>NYJ-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-MCLENNAN INC-NY</u>
	EXPIRES <u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

AS RESPECTS ENDORSEMENT 8000(N) EXTEND TO INCLUDE
JOB #7756, KOPPERS COMPANY INC.
KNIGHTS OF COLUMBUS HEADQUARTERS BUILDING
NEW HAVEN, CONN

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO
8000

EXX 012960

THE TRAVELERS INSURANCE COMPANY


Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

Countersigned by



EXX 012961

DECLARATIONS SCHEDULE—General Liability Hazards

No. 1Policy No. RKSLG-3013615

The letters "MP" wherever used in this schedule shall mean "Premium for Premises Medical Coverage". Inclusion of a premium for Premises Medical Payments Coverage immediately below the Bodily Injury Liability premium for any elevator shall mean that Premises Medical Payment Coverage is afforded with respect to such elevator. In the Rates and Advance Premium columns "BI" means "Bodily Injury Liability" and "PD" means "Property Damage Liability".

Location of all premises owned by, rented to or controlled by the *named insured* (Enter "same" if same location as address shown in Item 1. of declarations): **SEE END 8000(A)**

Interest of *named insured* in such premises (Describe interest, such as "owner", "general lessee" or "tenant"):

Part occupied by *named insured*:

Comprehensive General Liability Insurance. The following discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein:

Description of Hazards	Code No.	Premium Bases*	Rates		Advance Premium	
			BI	PD	BI	PD
A — Premises—Operations B — Elevators C — Independent Contractors D — Completed Operations E — Products		A — Area (Sq. Ft.) B — Frontage C — Remuneration D — No. Insured E — Cost F — Receipts G — Sales H — Admissions	A — Per 100 Sq. Ft. of Area B — Per Linear Foot C — Per \$100 of Remuneration D — Per Elevator E — Per \$100 of Cost F — Per \$1000 of Receipts G — Per \$1000 of Sales H — Per 100 Admissions			
EXCESS LIMITS CHARGE	9890			E	35	195
A-SEE END 8000(A)				S	3350	2238
				E	2020	375
SEE END 8000(D)					INCLUDED ABOVE MINIMUM	
D-ISOTOPE CAMERA	7171-42	E-IF ANY	E- 56.3401 E 1210	1.280 .420	S 127 E 36	26 8
Minimum Premiums	Premises—Operations BI SEE END PD 8000(P)		Independent Contractors BI PD		Products BI PD	

C-11168 7-66 PRINTED IN U.S.A. KDS, KSLG, NSL
ODS, OSLG, ONSL

*See also for Description of Hazards

EXX 012962

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

1. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;
5. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RK9LG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 2-2-68 AMG

FOR CO USE	OFFICE A CODE <u>NY J-140</u>	PROD. CODE <u>47310</u>	PROD. LOC. OF RISK <u>MARSH-McLENNAN INC-NY</u>
EXPIRES	<u>12-31-67</u>	ADJUST <u>A</u>	<u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

AS RESPECTS ENDORSEMENT 8000(A) ISSUED WITH THE POLICY, RATES ARE AMENDED TO READ:

HAZARD	RATES	
	COV A	COV B
9000	S .0160	.0234
	E .0047	.0021
9890	S .0303	.0195
	E .0087	.0018

AS RESPECTS ENDORSEMENT 8000(V) ISSUED WITH THE POLICY, RATES ARE AMENDED TO READ:

CLASSIFICATION	RATES - COV B
9000	E .0077
9890	E .0065

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO

8000

EXX 012964

DECLARATION OF INDEPENDENCE

1776

1776

1776

1776

DECLARATION OF INDEPENDENCE

DECLARATION OF INDEPENDENCE

WE, the undersigned, do hereby
declare that the thirteen united colonies of North America are free and independent states

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this fourth day of July, 1776.

JOHN ADAMS, Secretary of the Continental Congress

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

John Adams
Secretary

John Adams
Secretary

John Adams
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

Countersigned by

THE TRAVELERS INSURANCE COMPANY

EXX 012965

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. PKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO. USE	OFFICE & CODE <u>NYJ-148</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
	POL. EXPIRES <u>12-31-67</u>	MODE OF ADJUST <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(Q) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:**

RATE-COV.A

E .0162

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO

**8000
#6666**

EXX 012966

STATE OF NEW YORK

IN SENATE

JANUARY 10, 1967

REPORT OF THE COMMISSIONER OF INSURANCE
ON THE PROCEEDINGS OF THE JOINT COMMITTEE ON
INSURANCE REFORMS

THE TRAVELERS INSURANCE COMPANY

J. H. Macdonald
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY

J. H. Macdonald
Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Macdonald
Secretary

Countersigned by George P. McSiath

EXX 012967

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE H W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO. USE	OFFICE & CODE <u>NYJ-140</u>	PRMO. CODE <u>57310</u>	PRMO <u>MARSH-FELDMAN INC-NY</u>
	POL. EXPIRES <u>12-31-67</u>	MODE OF ADJUST <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(R) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE-COV.B

E .0110

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

Symbol No.
8000
#5555

EXX 012968

ASSOCIATION OF INSURANCE COMPANIES

E 10110

~~SECRET~~

OFFICIAL COPY OF THE RECORDS OF THE
THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. H. H.
Secretary

J. H. H. H.
Secretary

J. H. H. H.
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

Countersigned by

George P. McLeath

EXX 012969

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO. USE	OFFICE & CODE <u>NYJ-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
POL. EXPIRES	<u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(S) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE

COV. A

COV. B

E .0172

E .0182

PREMIUM ADJUSTMENT AT AUDIT.

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL No.

8000
~~4444~~

EXX 012970

THE TRAVELERS INSURANCE COMPANY


Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

THE TRAVELERS INDEMNITY COMPANY


Secretary

Countersigned by


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

EXX 012971

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. BKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO. USE	OFFICE & CODE <u>NYJ-140</u>	PROD. CODE <u>57310</u>	PROD. <u>MARSH-McLENNAN INC-NY</u>
	POL. EXPIRES <u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	LOC. OF RISK <u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(T) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE-COV.B

E .0173

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

**8000
#3333**

EXX 012972

SECTION 10747 (Large) 2-65

E 0113

WILLIAM B. B.

NOTICE: THE ABOVE IS A COPY
OF THE POLICY OF INSURANCE ISSUED BY THE

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. [Signature]
Secretary

J. H. [Signature]
Secretary

J. H. [Signature]
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

Countersigned by

George P. Mc [Signature]

EXX 012973

Effective from DEC 31 1966 at the time of day the policy becomes effective. Amending Policy No. BKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO. USE	OFFICE & CODE <u>NY J-140</u>	PROD CODE <u>77310</u>	PROD LOC. OF RISK <u>MARSH-McLENNAN INC-NY</u>
POL. EXPIRES	<u>12-31-67</u>	MODE OF ADJUST. <u>A</u>	<u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(U) ISSUED WITH THE POLICY,
RATES ARE AMENDED TO READ:-**

RATE-COV.B

E .0173

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

8000 #2222

EXX 012974

AMERICAN INTERNATIONAL REINSURANCE CO.

E 1013

~~CONFIDENTIAL~~

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

J. H. Haddock
Secretary

J. H. Haddock
Secretary

J. H. Haddock
Secretary

C-10747 (Large) 2-65 PRINTED IN U.S.A.

Countersigned by

George F. Mc. Pinty

EXX 012975

Effective from DEC 31 1966 at the time of day the policy becomes effective Amending Policy No. RKSLG-3013615

Issued to THE M W KELLOGG CO A DIVISION OF PULLMAN INC

Date of Issue: 3-13-68 MBK

FOR CO USE	OFFICE & CODE <u>NY 1-140</u>	PROD. CODE <u>57310</u>	PROD. CODE <u>MARSH-McLENNAN INC-NY</u>
EXPIRES	<u>12-31-67</u>	LOC OF RISK <u>A</u>	<u>X</u>

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**AS RESPECTS ENDORSEMENT 8000(W) ISSUED WITH THE
POLICY, RATES ARE AMENDED TO READ:-**

RATE- COV. B

E .0110

PREMIUM ADJUSTMENT AT AUDIT

This endorsement is executed on the reverse side hereof.

2 DUPLICATES ISSUED

SYMBOL NO.

8000

#1111

EXX 012976

EXHIBIT TO THE DEED OF TRUST

E 10110

~~EXHIBIT~~

EXHIBIT NO. 10110
TO THE DEED OF TRUST, BOOK 10110, PAGE 101

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

[Signature] Secretary
C-10747 (Large) 2-43 PRINTED IN U.S.A.
20210
Countersigned by *[Signature]* Secretary

EXX 012977

CHICAGO
DETROIT
MINNEAPOLIS
ST LOUIS
NEW ORLEANS
INDIANAPOLIS
TULSA
ST PAUL
KALAMAZOO
DULUTH
MILWAUKEE
LOS ANGELES
SAN FRANCISCO
SEATTLE
PORTLAND
PHOENIX
SAN DIEGO
OAKLAND
SPOKANE
JUNEAU
MELBOURNE
SYDNEY

ESTABLISHED 1871

MARSH & McLENNAN

INCORPORATED

INSURANCE

70 PINE STREET NEW YORK 10005

AREA CODE 212 943-2000

NEW YORK
BOSTON
PITTSBURGH
PHILADELPHIA
ATLANTA
ROCHESTER
MIAMI
BUFFALO
SYRACUSE
RICHMOND
CHARLESTON
TORONTO
MONTREAL
QUEBEC
VANCOUVER
CALGARY
WINNIPEG
EDMONTON
WINDSOR
CARACAS
SAO PAULO
BRUSSELS
LONDON
ROME

June 10, 1968

Mr. L. F. Force,
Assistant Insurance Manager
The M. W. Kellogg Company
711 Third Avenue
New York, New York

Dear Mr. Force:

Policy #RKSLG-3013615

We are enclosing several endorsements to the captioned policy amending rates originally promulgated when the policy was issued. These endorsements are merely to complete your files and will have no direct bearing on either the audits or the Retrospective Adjustments, as the policy is merely an Underlyer for the Master Comprehensive General Liability Policy.

We trust you will find the enclosed to be in order.

Very truly yours,

MARSH & McLENNAN

BY:

Martin L. Elkinson
Martin L. Elkinson

MLE:eng
encl.

Endorsement attached to policy

EXX 012978

CHICAGO
DETROIT
MINNEAPOLIS
ST. LOUIS
NEW ORLEANS
INDIANAPOLIS
TULSA
ST. PAUL
KALAMAZOO
DULUTH
MILWAUKEE
LOS ANGELES
SAN FRANCISCO
SEATTLE
PORTLAND
PHOENIX
SAN DIEGO
OAKLAND
SPOKANE
JUNEAU
MELBOURNE
SYDNEY

ESTABLISHED 1871

MARSH & McLENNAN

INCORPORATED
INSURANCE

70 PINE STREET NEW YORK 10005

AREA CODE 212 943-2000

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VANCOUVER
CALGARY
WINNIPEG
EDMONTON
WINDSOR
CARACAS
SAO PAULO
BRUSSELS
LONDON
ROME

January 29, 1968

Mr. L. F. Force, Assistant Insurance Manager
The M. W. Kellogg Company
711 Third Avenue
New York, New York

Dear Mr. Force:

Endorsement to Policy #RKSLG-3013615

As per your request, we are pleased to enclose an endorsement to the above captioned policy excluding endorsement #8000-J and amending that exclusion to read The Research Development Laboratory, Piscataway, New Jersey. This change was to be effective December 31st, 1966. We trust you will find the enclosed in order.

Very truly yours,

MARSH & McLENNAN

BY:

Martin L. Elkinson
Martin L. Elkinson

MLE:CMC
enc/

Endorsement attached to policy
17

EXX 012979

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27-5158
27-5175
27-5190
27-5272
27-5299
27-5319
27-5341

HUMBLE OIL & REFINING CO. 27-5158
CONTRACT FILE

EXX 001517

PRODUCT OF

Humboldt Brand

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HUMBLE OIL & REFINING CO.
Construction of the Hydrofining Control
Center Building, 803 Baytown, Texas
27-5108

01-20-37-21

October 3, 1968

Shannon Building Corporation
P. O. Box 24126
Houston, Texas 77029

Attention: Mr. L. W. ~~Wilkinson~~ *WJ*

Re: Our Subcontract Number 26-5108-465
Brown & Root, Inc., Job Number 26-5484

Gentlemen:

Attached you will find your copy of Subcontract Number
26-5108-465 dated September 24, 1968.

This Subcontract has been duly executed by a member of
our organization and is for your permanent file.

Very truly yours,

James L. Worthington
Purchasing Agent

By: Thomas C. Todd

TCT:rs

Attachment

cc: Messrs: R. E. Plack (1 w/original attachment)
B. W. Bryant (2 w/attachment)
Drew Farmer (less attachment)

This Copy For

EXX 006582

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 26-5484 (5)Subcontract No. 26-5108-465P. O. No. 26-5108-465

THIS AGREEMENT, made this 24TH day of SEPTEMBER, 19 68
 by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)
 hereinafter called the "General Contractor", and SHANNON BUILDING CORPORATION, P. O. BOX 24126,
747 ALEEN STREET, TELEPHONE: 672-6308

(Name, Street Address and Telephone Number)

a TEXAS CORPORATION with principal offices at

(Give State of incorporation and whether a corporation, partnership, or proprietorship)

HOUSTON, State of TEXAS 77029

hereinafter called the "Subcontractor". WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

GULF OIL CORPORATION

(Name of Owner)

hereinafter

called the "Owner", for the construction of ONE (1) 2000 BHP COMPRESSOR STATION

(Nature of construction under General Contract)

PLAQUEMINE PARISH, LOUISIANA

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which
 are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract,
 which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: **DESIGN, FURNISH, FABRICATE, DELIVER, UNLOAD AND ERECT ONE (1),
 31' X 44' X 25'4" PREFABRICATED STEEL BUILDING IN ACCORDANCE WITH PLANS AND SPECIFICATIONS
 AND THE "SPECIAL AND GENERAL CONDITIONS" HEREIN, ALL OF WHICH HEREBY BECOME A PART OF THIS
 SUBCONTRACT. (SEE PARAGRAPH 5 (a), PAGE 2.)**

2. The price for the Sublet Work shall be **A FIRM LUMP SUM TOTAL OF THIRTY EIGHT THOUSAND SEVEN
 HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$38,717.00), WHICH EXCLUDES ANY APPLICABLE TAXES.**

PRICING BREAKDOWN:

DESIGN, FURNISH, FABRICATE AND DELIVER MATERIAL FOR ONE 31' X 44' X 25'-4" COMPRESSOR BUILDING ADDITION, COMPLETE WITH THE FOLLOWING ACCESSORIES AND SPECIFICATIONS, F. O. B. TRUCKS MORGAN CITY, LOUISIANA	\$32,909.00
ERECT THE ABOVE MATERIAL ON A PLATFORM TO BE PROVIDED BY OTHERS	\$ 5,808.00
GRAND TOTAL ERECTED PRICE	\$38,717.00

NOTE: THE ABOVE ERECTION PRICE IS BASED UPON GENERAL CONTRACTOR FURNISHING MARINE TRANSPORTATION FOR MATERIALS AND ERECTION PERSONNEL AND FURNISHING A CRANE FOR SETTING MAIN BUILDING MEMBERS AT NO EXPENSE TO SUBCONTRACTOR.

— Continued on Page 2 —

EXX 006583

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than THE SCHEDULES AND/OR DATES SET BY THE GENERAL CONTRACTOR'S JOB SUPERINTENDENT.

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived X; Required _____.

5. Other special provisions of this subcontract are: (a) THE GENERAL SCOPE OF WORK SHALL INCLUDE:

SPECIFICATIONS:

PRE-FABRICATED, RIGID FRAME TYPE CONSTRUCTION, UTILIZING 3/16" MINIMUM THICKNESS HOT-ROLLED STRUCTURAL STEEL, DESIGNED FOR A 50 PSF WIND LOAD.

ALL STRUCTURAL STEEL TO BE THOROUGHLY CLEANED AND HOT-DIPPED GALVANIZED AFTER FABRICATION.

ROOF AND SIDEWALLS TO BE COVERED WITH #26 GAUGE HI-TENSILE DEEP CORRUGATED GALVANIZED STEEL SHEETS, ATTACHED TO STRUCTURAL STEEL WITH CADMIUM PLATED SELF-TAPPING SCREWS COMPLETE WITH STEEL AND NEOPRENE WASHERS.

EXISTING ENDWALL TO BE REMOVED AND RE-ERECTED AS PART OF THE NEW ADDITION.

TWO WINDOWS TO BE REMOVED FROM EACH EXISTING ENDWALL AND USED IN THE SIDEWALL OF THE NEW ADDITION. THESE WINDOWS TO BE REPLACED WITH TWO NEW 9' X 10' DOUBLE SLIDING DOORS, ONE IN EACH END.

- 1 GALVANIZED STATIONARY GABLE LOUVER TO BE INSTALLED IN EACH END OF THE BUILDING.
- 4 SY-24 SYPHONAIRE MARK III, POWERED VENTILATORS, COMPLETE WITH CM-24C 1/2 H.P., 1140 RPM, 208, 3 PHASE, 60 CYCLE, CLASS I, GROUP D, EXPLOSION PROOF MOTOR.
- 1 10-TON CAPACITY GALVANIZED UNDERHUNG GEARED BRIDGE CRANE.
- 1 3070 G-2 SINGLE SWING GALVANIZED INDUSTRIAL STEEL DOOR, COMPLETE WITH THREE HINGES, SCHLAGE LATCH AND UPPER PANEL GLAZED WITH 1/4" CLEAR WIRE GLASS.
- 1 8'-6" X 14' GALVANIZED STEEL FRAME, CORRUGATED STEEL COVERED DOUBLE SLIDING DOOR, COMPLETE WITH NECESSARY HARDWARE.
- 6 CORRUGATED PLASTIC SKYLIGHT ROOF PANELS.
- 10 A-33161 GALVANIZED C.P.O. STEEL SASH, COMPLETE WITH GLAZING CLIPS, PUTTY, 1/4" CLEAR WIRE GLASS AND CHAIN OPERATORS.
- 1 10-TON MONORAIL SYSTEM, SIMILAR TO THAT NOW IN EXISTENCE IN THE INGERSOLL-RAND PORTION OF THE BUILDING.
- 1 10-TON CAPACITY GEARED ARMY TYPE TROLLEY HOIST NOW IN EXISTENCE ON THE OLD MONORAIL TO BE REMOVED AND INSTALLED ON THE NEW 10-TON BRIDGE CRANE.
- 2 WRIGHT 10-TON CAPACITY ELECTRIC HOIST WITH HAND GEARED TROLLEY, 30'-9" OF AVAILABLE LIFT AT A LIFTING SPEED OF 10' PER MINUTE SINGLE SPEED. OPERATING CURRENT 200 AMP, 3 PHASE, 60 CYCLE AC WITH 110 VOLT CONTROL. ELECTRICAL EQUIPMENT TO BE CLASS I, GROUP D, DIVISION I, EXPLOSION PROOF. HOIST TO BE FURNISHED COMPLETE WITH TWO BUTTON PUSH-BUTTON STATION AND 20' OF THREE CONDUCTOR TAGLINE CABLE. THESE ELECTRICAL HOIST ARE TO BE INSTALLED ON THE NEW MONORAIL SYSTEM AND THE EXISTING MONORAIL SYSTEM.

— Continued on Page 3 —

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

EXX 006584

SPECIFICATIONS: (CONTINUED)

6 4' X 3' GALVANIZED ADJUSTABLE WALL LOUVERS, COMPLETE WITH BIRDSCREEN.

ALL NECESSARY FLASHING TO BE 24 GAUGE GALVANIZED STEEL, INCLUDING BOX TYPE GUTTERS AND SQUARE DOWNSPOUTS.

5 (b)

SUBCONTRACTOR MUST FURNISH OWN WAREHOUSING AND MISCELLANEOUS WORKMEN'S SUPPLIES.

5 (c)

ALL INQUIRIES THAT THE SUBCONTRACTOR MIGHT HAVE CONCERNING THIS SUBCONTRACT MUST BE MADE THROUGH THE GENERAL CONTRACTOR'S JOB SUPERINTENDENT AND NOT DIRECTLY TO THE OWNER.

5 (d)

SUBCONTRACTOR TO CONTACT THE GENERAL CONTRACTOR'S JOB SUPERINTENDENT TO SCHEDULE AND COORDINATE THIS SUBCONTRACT.

5 (e)

TWO COPIES OF THE GENERAL CONTRACTOR'S "AFFIDAVIT FOR SUBCONTRACTORS" ARE ATTACHED. SUBCONTRACTOR TO EXECUTE ONE COPY AND RETURN WITH HIS FINAL AND/OR RETAINAGE INVOICE.

— Continued on Page 4 —

EXX 006585

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

— Continued on Page 5 —

EXX 006586

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

4. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether grounded or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 4, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the money due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

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15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation	
(If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value
	Full Value but not less than \$200,000
e. Other: _____	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium. If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement, unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

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EXX 006588

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. THE PAGES OF THIS SUBCONTRACT CONSIST OF PAGES 1, 2, 3, 4, 5, 6, 7 AND THE SAFETY REGULATIONS.

APPROVED:

(Owner)

By: _____

(Title) _____

Date _____

BROWN & ROOT, INC.

(General Contractor)

By: James L. Worthington
JAMES L. WORTHINGTON
(Title) PURCHASING AGENT

SHANNON BUILDING CORPORATION

(Subcontractor)

By: V.P. Sales
V.P. Sales
(Title)

EXX 006589

May 13, 1968

Mc Ilwain Bros. Inc.,
5902 Southwest Freeway
Houston, Texas 77027

Attention: Mr. P. B. Esell

Re: Our Subcontract Number 27-5108-16

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5108-16 dated April 18, 1968.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

We acknowledge receipt of your firm's required Payment and Performance Bond.

If you have not as yet contacted our Job Superintendent per Item 5 (f) of this Subcontract, we would like to again request that you do so.

Very truly yours,

James L. Worthington
Purchasing Agent

By: Thomas C. Todd

TCT:ra

Attachment

cc: Mr. R. E. Plack (1 w/original attachment)
Mr. Olly Bakken (2 w/attachment)
Mr. Mel Lynch (less attachment)
Mr. Drew Farmer (less attachment)

This Copy For

EXX 006590

**BROWN & ROOT, INC.**

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SUB-CONTRACTJob Number 27-5108 (5)Subcontract No. 27-5108-16P. O. No. 27-5108-16

THIS AGREEMENT, made this 18th day of April, 19 68
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and MC ILWAIN BROTHERS, INCORPORATED,

5902 Southwest Freeway, Telephone : (713) 782-7630

(Name, Street Address and Telephone Number)

a Texas Corporation with principal offices at

(Give State of incorporation and whether a corporation, partnership or proprietorship)

Houston State of Texas 77027

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a contract dated April 4, 1968 with

Humble Oil & Refining Company

(Name of Owner)

hereinafter called the "Owner", for the construction of Hydrofining CC Building #803

(Nature of construction under General Contract)

Baytown, Texas

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: Furnish labor, materials, tools, equipment, supervision, taxes and required insurance to complete the Heating, Ventilation and Air Conditioning work in accordance with Specifications for Hydrofining Control Center Building 803, Revision 1, April 3, 1968, Appropriation 40-9141, referenced Engineering Drawings, Exhibit "A" General Specifications dated February 1, 1966, Exhibit "B", dated February 26, 1966, and Owner's Safety, Plant Protection, and Traffic Regulations, revised June 1, 1966, and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract. (See Paragraph 5(a), Page 2.)

Line-Voltage wiring is not included in this Subcontract.

2. The price for the Sublet Work shall be a Firm Lump Sum Total of FIFTEEN THOUSAND SIX HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$15,652.00), which includes State of Texas Sales or Use Tax but Excludes the reimbursable fee charge for the required \$15,652.00 Payment and Performance Bonds (Invoice Fee Charge Separately.)

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3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than Six (6) weeks after Subcontractor received Approved Submittal Data.
(See Paragraph 5(b), below)

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived _____, Required XXX.

5 Other special provisions of this subcontract are: (a)

The General work of the Scope shall include:

Two (2) carrier "Air Cooled" condensing units Model #38AB-016
(15-Tons each)

Two (2) Domestic Fan/coil sections with six-row direct expansion
cooling coils and two (2) row Heating Coils, 6000 CFM air
available with each unit.

Domestic re-heat Hot Water Coil, 1650 CFM capacity with 30 degree rise.

Bell & Gossett Steam Converter

Bell & Gossett Circulation Pump

Minneapolis Honeywell Electronic Control System.

Duct System, Piping, Etc.

One Year Service Warranty with additional four year Carrier Warranty
on Compressor only.

(b)

Drawings and data for approval shall be submitted in six (6) copies
for approval by May 3, 1968.

(c)

Before commencing work and before this Subcontract becomes effective,
the Subcontractor shall furnish the General Contractor with the required
\$15,652.00 Payment and Performance Bonds.

(d)

Subcontractor shall furnish own warehousing and miscellaneous workmen's
supplies

(e)

All inquiries that the Subcontractor might have concerning this
Subcontract must be made through the General Contractor's Job
Superintendent and not directly to the Owner.

(f)

Subcontractor to contact the General Contractor's Job
Superintendent to schedule and coordinate this Subcontract.

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(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

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II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

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damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

5. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 4, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

— Continued on Page 6 —

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15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value Full Value but not less than \$200,000
e. Other: _____	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor only such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; if immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid prices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED:

(Owner)

By: _____

(Title) _____

Date: _____

BROWN & ROOT, INC.

(General Contractor)

By: James L. Worthington
(Title) Purchasing Agent

MC ILWAIN BROS., INC.

(Subcontractor)

By: R. R. McIlwain

(Title) _____

EXX 006596



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

January 16, 1969

Johnson Construction Specialties, Inc.
2907 Holmes Road
Houston, Texas

77051

Attention: Mr. A. P. Coolures

Re: Our Subcontract Number 27-5158-14

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5158-14, dated January 9, 1969.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

If you have not as yet contacted our Job Superintendent per paragraph 5 (d) page 2 of this Subcontract, we would like to again request that you do so.

Very truly Yours,

James L. Worthington
Purchasing Agent

By: Thomas C. Todd

TCT:md

Attachment

cc: Messrs: R. E. Plack (1 w/orig. attach)
O. M. Bakken (2 w/attach)
Mel Lynch (less attach)
Drew Farmer (less attach)

← This Copy For

EXX 001518

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5158-323.05 (5)Subcontract No. 27-5158-14P. O. No. 27-5158-14

THIS AGREEMENT, made this 9th day of January, 1969
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and Johnson Construction Specialties, Incorporated,
2907 Holmes Road, telephone: (713) 749-2850
(Name, Street Address and Telephone Number)

a Texas Corporation with principal offices at

(Give State of incorporation and whether a corporation, partnership, or proprietorship)

Houston State of Texas 77051

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

Humble Oil & Refining Company, hereinafter
(Name of Owner)

called the "Owner", for the construction of Light Ends Control Center Building 807

(Nature of construction under General Contract)

Dartown, Texas

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: Furnish and install access floor including perimeter support Jacks in accordance with specifications for Light Ends Control Center Building 807, dated November 25, 1968, appropriation 42-9157, referenced Engineering Drawings, Exhibit "A" General Specifications dated 2-1-66, Exhibit "B" dated 11-25-68 and owner's Safety, Plant Protection, and Traffic Specifications, revised 6-1-66, and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.

Subcontractor's scope excludes cable cut-outs and resilient base.

2. The price for the Sublet Work shall be a firm lump sum total of SIX THOUSAND NINE HUNDRED TWENTY TWO AND NO/100 DOLLARS (\$6,922.00), which includes all Texas State and Local Sales or Use Taxes.

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set by the General Contractor's Job Superintendent.
(See Paragraph 5 (a), below.)

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived X; Required _____.

5. Other special provisions of this subcontract are: (a) Drawings for approval to be submitted by 1-20-69. Order to be shipped complete five weeks after vendor's receipt of approved Drawings.

5 (b)

Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

5 (c)

All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

5 (d)

Subcontractor to contact the General Contractor's Job Superintendent to schedule and coordinate this Subcontract.

5 (e)

Two copies of the General Contractor's "Affidavit for Subcontractors" are attached. Subcontractor to execute one copy and return with his final and/or retainage invoice.

— Continued on Page —

• Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5. If needed insert "3" if it is used, otherwise insert "4" which is the start of General Conditions.

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work, and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time, and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work, and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control now any portion of the Sublet Work is to be performed, provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

— Continued on Page 5 —

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Damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be in mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value
	Full Value but not less than \$200,000
e. Other:	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variance between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor by such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium. If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form, are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED:

Owner

By

Title

Date

BROWN & ROOT, INC.

(General Contractor)

By

James L. Worthington

Title

Purchasing Agent

Johnson Construction Specialties, Inc.

Subcontractor

By

Title

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNSILT

January 6, 1969

Robert D. Straus Company
P. O. Box 2544
Houston, Texas 77001

Attention: Mr. Carl Hatchings

Re: Our Subcontract Number 27-5158-4

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5158-4 dated December 24, 1968.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

We acknowledge receipt of your firm's Payment and Performance Bond.

If you have not as yet contacted our Job Superintendent per Item 5 (a) Page 2 of this Subcontract, we would like to again request that you do so.

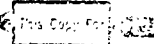
Very truly yours,

James L. Werthington
Purchasing Agent

By: Thomas C. Todd

Attachment

cc: Messrs: R. E. Plack (1 w/orig. attach)
O. M. Bakken (2 w/attach)
Mal Lynch (less attach)
Drew Farmer (less attach)



EXX 001525

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5158-327 (5)Subcontract No. 27-5158-4P. O. No. 27-5158-4

THIS AGREEMENT, made this 24TH day of DECEMBER, 19 68
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas. (P. O. Box 3)

hereinafter called the "General Contractor", and ROBERT D. STRAUS COMPANY, P. O. BOX 2544,
4000 LEBLANC, TELEPHONE: (713) 227-9164

(Name, Street Address and Telephone Number)

a TEXAS CORPORATION with principal offices at:

(Give State of incorporation and whether a corporation, partnership, or proprietorship)

HOUSTON, State of TEXAS 77001

hereinafter called the "Subcontractor". WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

HUMBLE OIL & REFINING COMPANY, hereinafter

(Name of Owner)

called the "Owner", for the construction of LIGHT ENDS CONTROL CENTER BUILDING 807

(Nature of construction under General Contract)

at BAYTOWN, TEXAS

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: DETAIL, FURNISH, FABRICATE, DELIVER, UNLOAD, INSTALL TEST AND BALANCE THE HEATING, VENTILATION AND AIR CONDITIONING WORK IN ACCORDANCE WITH SPECIFICATIONS FOR LIGHT ENDS CONTROL CENTER BUILDING 807, DATED NOVEMBER 25, 1968, APPROPRIATION 42-9157, REFERENCED ENGINEERING DRAWINGS, EXHIBIT "A" GENERAL SPECIFICATIONS, DATED FEBRUARY 1, 1966, EXHIBIT "B", DATED NOVEMBER 25, 1968, OWNER'S SAFETY, PLANT PROTECTION AND TRAFFIC SPECIFICATIONS, REVISED JUNE 1, 1966, AND THE "SPECIAL AND GENERAL CONDITIONS" HEREIN, ALL OF WHICH HEREBY BECOME A PART OF THIS SUBCONTRACT.

ALL LOW VOLTAGE CONTROL WIRING INCLUDED IN THIS SCOPE OF WORK. LINE VOLTAGE WIRING AND CONDUIT BY GENERAL CONTRACTOR.

2. The price for the Sublet Work shall be A FIRM LUMP SUM TOTAL OF EIGHTEEN THOUSAND SEVENTY AND NO/100 DOLLARS (\$18,070.00), WHICH EXCLUDES THE REIMBURSABLE FEE CHARGE FOR THE REQUIRED \$18,070.00, PAYMENT AND PERFORMANCE BONDS. (INVOICE FEE CHARGE SEPARATELY.)

— Continued on Page 2 —

EXX 001526

3 The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than THE SCHEDULES AND/OR DATES SET BY THE GENERAL CONTRACTOR'S JOB SUPERINTENDENT.
(SEE PARAGRAPH 5 (a) BELOW.)

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived _____; Required X.

5. Other special provisions of this subcontract are: (a) APPROVAL SUBMITTALS, DRAWINGS, BROCHURES AND DESCRIPTIVE DATA IN SIX (6) COPIES, TO BE SENT BY JANUARY 31, 1969, TO:

MR. MEL LYNCH
BROWN & ROOT, INC.,
P. O. BOX 3
HOUSTON, TEXAS 77001

EQUIPMENT AND MATERIAL TO BE AVAILABLE FOR DELIVERY WITHIN FIVE (5) TO SIX (6) WEEKS AFTER SUBCONTRACTOR'S RECEIPT OF APPROVAL DATA, WITH ACTUAL DELIVERY AND JOBSITE INSTALLATION TO BE COORDINATED WITH GENERAL CONTRACTOR'S JOB SUPERINTENDENT.

5 (b)

BEFORE COMMENCING WORK AND BEFORE THIS SUBCONTRACT BECOMES EFFECTIVE, THE SUBCONTRACTOR SHALL FURNISH THE GENERAL CONTRACTOR WITH HIS REQUIRED \$18,070.00 PAYMENT AND PERFORMANCE BONDS.

5 (c)

SUBCONTRACTOR MUST FURNISH OWN WAREHOUSING AND MISCELLANEOUS WORKMEN'S SUPPLIES.

5 (d)

ALL INQUIRIES THAT THE SUBCONTRACTOR MIGHT HAVE CONCERNING THIS SUBCONTRACT MUST BE MADE THROUGH THE GENERAL CONTRACTOR'S JOB SUPERINTENDENT AND NOT DIRECTLY TO THE OWNER.

— Continued on Page 3 —

Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used, otherwise insert "4" which is the start of General Conditions.

EXX 001527

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor has to the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time, and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work, and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any needs and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal, governmental agency or authority, and with the requirements of any one having the right to control any portion of the Sublet Work is to be performed, provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind including

— Continued on Page 5 —

EXX 001528

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of a. the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether grounded or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work, provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurrent negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor, (b) that such tools, equipment or vessels are rented or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition, (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted, and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work, nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance of the Sublet Work in a careless and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the result of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the money hereunder due under the Subcontract without the written consent of General Contractor, and any attempt at such subcontract or assignment without such consent shall be void. Subcontractor shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be in writing, properly stated, addressed and delivered to the proper authorities, and any such notice shall be effective at the expiry of the day during which the notice is so delivered. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15 Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work performed in compliance with the provisions of the Fair Labor Standards Act.

16 Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be canceled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value
	Full Value but not less than \$200,000
e. Other:	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor by such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium. If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form the controlling, but the type or then in hand written provisions of such

— Continued on Page 7 —

EXX 001530

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. THE PAGES OF THIS SUBCONTRACT CONSIST OF PAGES 1, 2, 4, 5, 6, 7 AND THE SAFETY REGULATIONS.

APPROVED

(Owner)

By _____

(Title) _____

Date: _____

BROWN & ROOT, INC.

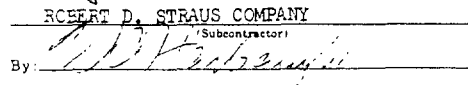
(General Contractor)

By 

JAMES L. WORTHINGTON
(Title) PURCHASING AGENT

ROBERT D. STRAUS COMPANY

(Subcontractor)

By 

(Title) 

EXX 001531

MEMO

TO: Bob Plack
FROM: O. M. Bakken
SUBJECT: Request for Job Number

Date 12/18/68

Please assign a job number to cover the following:

Owner: Humble Oil & Refining Company

Work to be Performed: Perform work described as "Light Ends Control
Center Building 807, Humble Oil & Refining Co., Baytown, Texas"

Approximate Amount: \$ 124,000.00

Our records indicate the next number is 27 - 5158

Project Manager: Tom Hunt
Building Department

O. M. Bakken

EXX 001532

Appropriation 42-9157

Contract No. H-00-4460-C

27-2120

THIS AGREEMENT, entered into this 16th day of December,
1968, by and between HUMBLE OIL & REFINING COMPANY,
hereinafter referred to as "Humble," and **BROWN & ROOT, INC.**

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with the specifications and exhibits listed below, a copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein being attached hereto and made a part hereof.

Designation	Title	Date
Specifications	Specifications for Light Ends Control Center Building 807, Humble Oil & Refining Company, Baytown, Texas	November 25, 1968
Exhibit "A"	General Specifications	February 1, 1966
Exhibit "B"	Light Ends Control Center Building 807	November 25, 1968

Supplement "A" entitled "Fair and Equal Opportunity Clause," dated November 20, 1968, is attached and made a part hereof.

COMPLETION

Contractor agrees to begin work about January 2, 1969, and will complete building shell and roof and necessary part of interior sufficiently weathered in to permit Humble to commence installation of instrument panels by April 15, 1969. Contractor will meet a final completion date of June 1, 1969.

2. As consideration for the satisfactory performance and completion of this Contract by Contractor, Humble agrees to pay Contractor the lump sum of ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 (\$124,000) DOLLARS.

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance *(including Contractors' Protective Liability when subcontractors are used)*, covering

(a) Bodily injury liability with a limit of not less than **\$ 100,000** for one person injured or killed and, subject to such limit, **\$ 100,000** for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than **\$ 100,000** for each accident, and **\$ 100,000** aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than **\$ 100,000** for one person injured or killed and, subject to such limit, **\$ 300,000** for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than **\$ 50,000** for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

Barbara Burkhardt
SECRETARY

BROWN & ROOT, INC.

By

M. L. Woodfin
SENIOR VICE PRESIDENT M. L. WOODFIN

HUMBLE OIL & REFINING COMPANY

By

M. C. Hood
Materials Manager
Baytown Refinery

HJM/JAP:aj
(EGWarren)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally
appeared M. L. WOODFIN known to me to be the
person whose name is subscribed to the foregoing instrument as
SENIOR VICE PRESIDENT of Brown & Root, Inc.,
and acknowledged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity stated, and as the act
and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 18
day of DEC, A. D., 1968.

V. L. Wilson
Notary Public in and for
Harris County, Texas

(SEAL)

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N. C. Foote known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 16th day of December, A.D., 1968.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

February 1, 1966

EXHIBIT "A"GENERAL SPECIFICATIONS

1. Contractor has inspected the site and fully understands the nature of the work, the conditions governing the work, and all other local requirements affecting the work. No additional compensation will be allowed for work that could be reasonably anticipated from visible conditions.
2. All work shall conform to generally accepted practice and shall be completed in every detail. In the event of doubt as to the meaning and intent of any portion of the Construction Agreement, Humble shall define that which is intended to apply to the work.
3. Contractor shall maintain the construction site in a neat and presentable condition.
4. Upon completion of the work provided for hereunder and before acceptance and final payment, Contractor shall restore, in a manner acceptable to Humble, all property that has been used or damaged during the prosecution of the work; remove from the jobsite all dismantled and surplus materials, debris, and temporary structures resulting from the work; load and stack all dismantled and Humble-owned surplus materials and debris at a site designated by Humble; and shall leave the jobsite in a neat and presentable condition. Contractor shall obtain instructions from the M&C Contact Man for disposal of any left-over materials, including scrap.
5. Prior to departure from jobsite, Contractor shall obtain the M&C Contact Man's concurrence that Contractor has completed satisfactorily all work required by the contract.
6. Upon receipt of material furnished by Humble, Contractor shall accept full responsibility for this material and shall provide suitable protection for this material from deterioration, disappearance and other harm.
7. In the event Humble furnishes critical path schedules or other job plans to Contractor, the Contractor's responsibility for all work covered by said schedules or plans shall be that specified in the contract.
8. Contractor shall provide its own sanitary facilities, properly secluded from observation and maintained by Contractor in a sanitary manner as approved by Humble.
9. Contractor shall provide all temporary buildings necessary for construction purposes.
10. Contractor shall not substitute alternate materials or equipment for those specified without Humble's prior written approval.
11. All costs of welder qualification shall be borne by Contractor unless otherwise specified in the contract of which this Exhibit "A" is made a part.
12. Contractor's work shall be executed so as to cause a minimum of interference with the operation of Humble's equipment.
13. No connection shall be made by Contractor to any of Humble's facilities, such as power lines, pipe lines, sewers, etc., without getting Humble's prior approval of Contractor's connection method, design and time schedule.

EXX 001540

Exhibit "A" (Continued)

-2-

February 1, 1966

- Signing of this agreement constitutes a waiver by Contractor of any restrictive clauses appearing on drawings, data, or any material submitted by Contractor to Humble under this agreement; such clauses shall not be binding, nor have any effect upon Humble; Contractor hereby authorizes Humble to nullify, obliterate, or otherwise remove any such restrictive clauses.
15. Various industry and/or national codes and standards may be referred to elsewhere in this contract. The requirements contained in any such codes and standards form a part of this contract in the manner and to the extent indicated. Contractor shall obtain copies of the latest edition of such codes and standards and follow them in the execution of the job. "Latest edition" is defined as the latest published edition as of the date of the contract.
 16. Contractor's name shall be placed on all motor driven vehicles and other construction equipment such as welding machines, compressors, etc., used by Contractor, unless waived by the M&C Contact Man.
 17. Welding machines shall be furnished with a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher attached directly to the machine.
 18. Contractor shall work from 7:30 A.M. to 4:00 P.M., Monday through Friday, unless otherwise specified in the contract of which this is made a part, or unless otherwise approved by the M&C Contact Man.
 19. The holidays listed below shall be observed at the Baytown Plants. Contractor shall not work on these days unless otherwise specified in the contract of which this Exhibit "A" is made a part, or unless otherwise approved by the M&C Contact Man.
 - (1) New Year's Day
 - (2) Good Friday
 - (3) Memorial Day
 - (4) July Fourth
 - (5) Labor Day
 - (6) Thanksgiving Day
 - (7) Christmas Day
 - (8) The day after Thanksgiving, except when Christmas falls on Tuesday or Thursday, in which event the holiday shall be observed on the preceding Monday or the succeeding Friday, respectively.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively.

EXX 001541

SAFETY, PLANT PROTECTION, AND TRAFFIC REGULATIONS

Contractor shall remain an independent Contractor in the performance of the work as called for in the contract and shall observe the Safety, Plant Protection, and Traffic Regulations so as to achieve the results called for therein without persons or property being subjected to unnecessary risks. Contractor shall ensure that all of its employees and employees of its subcontractors working hereunder are informed of the contents of these Regulations.

REV. 6-1-66

EXX 001542

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 2

DEFINITIONS

As used herein, the following definitions are applicable:

1. Owner Since Enjay, Humble, and ER&E all have facilities located within the Baytown Refinery complex, these three parties have agreed upon these common safety, plant protection, and traffic regulations to be applicable on each corporation's property within said complex. Therefore, for purposes of these Regulations, 'Owner' shall mean Enjay, Humble, or ER&E as applicable.
2. Contact Man The Owner's representative assigned to the project by the Mechanical Division of Enjay Chemical Company (CPMD), the Maintenance & Construction Division of Humble Oil & Refining Company, the Maintenance and Construction Foreman of ER&E, or the individual designated by the Technical Division involved on contracts for engineering services. The Contact Man, on proper request, will arrange for all permits required hereunder and will be the normal contact between the Contractor and all of Owner's personnel.
3. Basic Equipment Owner The Enjay Chemical Company, Esso Research and Engineering Company, or Humble Oil & Refining Company representative primarily responsible for the safety of Enjay, ER&E, and Humble personnel and equipment in the area in which the work is to be performed.
4. Plant Enjay Chemical Company's, Esso Research and Engineering Company's, or Humble Oil & Refining Company's Baytown, Texas, facilities or any combination of such facilities on which work is to be performed.
5. Contractor Designates 'Contractor,' 'Contractor's Sub-Contractors,' and all employees of each.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 3

SAFETY REGULATIONS

1. AUTHORIZATION TO START WORK

Contractor shall not start work until authorized by the Contact Man at the job site. Such authorization does not constitute authority to proceed with any work involving special permits as outlined below. Contractor shall notify the Contact Man before Sub-Contractors begin work.

2. SMOKING

Smoking within the Plant is prohibited, except at locations and times approved by Owner, and Contact Man will obtain the required permission.

3. MATCHES

The use of matches, other than safety matches, or the transportation of them into the Plant is prohibited.

4. HOT WORK

Contractors shall not use open fires or spark-producing equipment or do any 'hot work' without a written permit on Form 541-0623 (shown on page 12 hereof) properly filled out and signed by (1) the Basic Equipment Owner in the space marked 'Operating Head,' (2) Owner's Gas Tester in the space marked 'Inspector' and (3) by the Contractor's authorized representative in the space marked 'Foreman Doing Work.' Such permits are valid for only the time and date specified on the face of such permit. Owner will assign areas in which Contractor may do 'hot work' on a job duration basis and will give short-time permits in other locations when considered safe. Contractors shall stop any 'hot work' upon request of any employee of Owner and shall not resume such work until authorized by the Contact Man. Job duration 'hot work' permits will be issued in the form of a letter from the Basic Equipment Owner to Contractor, receipt of which shall be acknowledged. Contractor shall watch for conditions that make the use of 'hot work' unsafe, and immediately upon observing such conditions, Contractor shall cease such 'hot work' and report the condition to the Contact Man. 'Hot work' is defined as any work requiring the use of burning or welding equipment, brazing equipment, explosives, open fires, portable grinders or saws, internal combustion engines, soldering irons, non-explosion proof motors, non-explosion proof flood or string lights, sandblasting or any other flame or spark-producing equipment.

5. TYING INTO EXISTING PIPE LINES OR EQUIPMENT

Contractor shall not open or tie its work into Owner's existing pipe lines or equipment without a written permit on Form 541-1212 (shown on page 12 hereof), 'Permit to Open or Blank,' properly signed by Basic Equipment Owner in the space marked 'Operating Man.' After a tie-in has been made to Owner's existing lines or equipment, the whole piping or equipment system involved shall be considered the same as Owner's existing lines and equipment and written approval on Form 541-1212, mentioned above, must be obtained from Owner before additional work can be done on any of these lines or equipment, unless a blind, approved by the Contact Man, has been installed separating the lines and equipment being worked on from the remainder of the system.

6. TYING INTO EXISTING SEWERS

Contractor shall not open or tie into or work on Owner's sewer system without a written

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 4

permit on Form 541-1212 (shown on page 12 hereof), 'Permit to Open or Blank,' properly signed by the Basic Equipment Owner in the space marked 'Operating Man.' After sewers constructed by Contractor have been tied into Owner's sewer system, any 'hot work' permit then in effect shall terminate and Contractor shall not perform any 'hot work' in the area until a new 'hot work' permit has been obtained.

7. WORK ON, ADJACENT TO OR TYING INTO EXISTING ELECTRICAL POWER CIRCUITS AND WORK ON ELECTRICALLY OPERATED EQUIPMENT

Under no circumstances shall Contractor work on, adjacent to or connect into Owner's electrical system or work on Owner's electrically operated equipment without securing prior written permission from Owner in accordance with Owner's 'Electrical Tagout Procedures,' dated June 1, 1966.

8. ENTERING 'CLASS A' CLOSED CONTAINERS

Contractor shall not enter any 'Class A' Closed Container, as defined below, without a written permit on Form 541-0751 (shown on page 12 hereof), 'Report of Gas Analysis' and 'Permit to Enter,' properly signed by (1) Owner's Gas Tester, (2) the Basic Equipment Owner in the space marked 'Operating Head' and (3) Contractor's authorized representative in the space marked 'Foreman Doing Work.' Such permit is valid for only the time and date shown on the face of such permit. 'Class A' Closed Container is defined as any closed container in custody and control of Owner which has been in operation. This also includes furnaces, excavations, open top containers and sewers in care, custody and control of Owner where the head of a man working therein is below the top of the vessel, excavation or sewer.

9. WORK INVOLVING THE USE OF IONIZING RADIATION

Contractor shall not perform any work involving the use of ionizing radiation without written notification in duplicate to the Owner. Such notification shall include the job reference, state time of entry, the type of ionizing radiation equipment and the strength of the ionizing source. Contractor shall comply with 'Texas Regulations for Control of Radiation,' effective March 1, 1963, amended June 14, 1965, Texas State Department of Health, Division of Occupational Health and Radiation Control, Austin, Texas, together with all future amendments, additions and revisions to said regulations and standards. Owner reserves the right to conduct independent and unannounced radiation surveys of contractor's equipment and its uses on Owner's premises.

10. HOUSEKEEPING

At all times the job site shall be kept clean and free from debris, trash, and rubbish. Contractor shall store all materials in a neat and orderly fashion and shall not store materials within four feet of any fence or along railroad tracks within a distance of seven feet two inches horizontally from the inside edge or twenty-three feet vertically above the top of any rail and shall not construct temporary or permanent structures within this minimum clearance. Dismantled or surplus materials, trash, and debris (including earth, clay, lumber, concrete, metal, insulation, paper, etc.) that falls from Contractor's vehicles shall be cleaned up by Contractor.

11. REPAIRS OR CHANGES

After care, custody and control of the facility constructed by Contractor passes to Owner, no repair or changes shall be made by the Contractor without written approval of Owner.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 5

12. USE OF LINES OR CONDUITS AS SUPPORTS

Contractor shall not use Owner's pipe lines or electrical conduits as supports for loads or for ladders or for scaffolds without authorization from the Contact Man.

13. USE OF STANCHIONS OR EQUIPMENT FOR ANCHORS

Contractor shall not use Owner's pipe stanchions or other equipment for attaching snatch blocks, guy lines, or for other services which apply loads on the equipment without written approval of the Contact Man.

14. GUY LINES

When it is necessary for Contractor to install guy lines across Owner's electric lines, Contractor shall construct timber guards, of a type approved by Owner, to prevent guy lines from coming in contact with the electric lines. No guy lines shall be detached nor buried guy line anchors disturbed without prior approval of the Contact Man.

15. WORKING IN THE VICINITY OF ELECTRIC LINES

When it is necessary for a Contractor to operate cranes or derricks in the vicinity of electric lines or to perform any other work so near to such lines that persons or property may be endangered, Contractor shall consult the Contact Man and determine whether the electric lines can be de-energized. If the lines cannot be de-energized, Contractor shall install suitable guards to prevent its equipment from coming in contact with the electric wires or cable. Such guards shall be of a type approved by the Contact Man. Contractor shall not proceed with any of such work until such electric lines have been de-energized or until such guards have been installed.

16. EXCAVATIONS

All excavations made by the Contractor, except those specifically excluded by the Contact Man, shall be fenced-in or boarded over so as to prevent personnel from slipping or falling into them when moving about the area.

17. MOVING SUSPENDED LOADS

Contractor shall not move loads suspended from mobile equipment on Owner's streets without load being secured to prevent swinging. All chains, cables, ropes, etc., suspended from mobile equipment shall be properly fastened.

18. DAMAGE TO OWNER'S PROPERTY

If Contractor damages any of Owner's property, it shall immediately report such damage to the Contact Man.

19. WARNING AND CAUTION SIGNS

Contractors shall obey all safety warning signs posted by Owner.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 7

PLANT PROTECTION REGULATIONS

1. PARKING LOCATIONS

Parking locations will be designated for each Contractor by Owner. If Contractor desires to park on Owner's property, all parking will be in the lot, or area designated. Posted regulations governing the use of the lot shall be followed. All vehicles on Owner's property will be at the risk of the vehicle owner and Owner accepts no responsibility for paint or other damage to or theft of or from such vehicles.

2. ENTRANCE GATE

Owner will designate a gate or gates for the use of Contractor and for the delivery of its material and supplies. Contractor and vehicles serving the Contractor shall use only the designated gate for entrance and exit to and from the Contractor's job site. Contractor will make arrangements so that vehicle drivers will know which refinery gate to enter and the appropriate job site location.

3. WALKS AND ROADWAYS

Walks and roadways will be as designated for the use of Contractor when entering or leaving the job site, or when moving from one area to another, or when obtaining material from Owner. Contractor shall use only such designated roadways and walks. The use of short cuts or non-designated pathways is prohibited.

4. CONTRACTOR BADGES AND CONTRACTOR PASSES

Contractor's employees shall wear that Contractor's badge at all times they are in the Plant. Employees engaged by the Technical Divisions for engineering services will not be required to wear badges. Such badges shall bear the firm's name and each badge shall be numbered with a different number. Contractor shall supply these badges. A Contractor pass, bearing the same number as the badge, shall also be issued to each of Contractor's employees. The Contact Man will issue these passes to Contractor, who, in turn shall issue them to employees. These badges and Contractor passes must be shown to the gate guard each time any employee of Contractor enters or leaves the Plant. Contractor shall return to the Contact Man all passes upon completion of the job. When Sub-Contractors to the prime Contractor do not have their own badges, they may use the prime Contractor's badges.

5. USE OF SUB-CONTRACTORS

The Contractor shall advise the appropriate Purchasing organization or the appropriate Technical Division in writing prior to starting work as to the Sub-Contractors proposed for use.

6. CAR PASSES

Owner will issue car passes to Contractor's personnel who require using a car in connection with the work. Requests for such passes shall be made to the Contact Man.

Contractor's vehicles, which bear the Contractor's name or insignia prominently displayed, will not require a car pass, providing the driver has a badge and Contractor's pass. Such vehicles shall be restricted to the use of designated street or streets and Plant entrance

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 8

or entrances assigned for use of Contractor. All equipment on rubber tires, such as mobile cranes, back hoes, air compressors, welding machines, etc., must have Contractor's name prominently displayed when being used by Contractor.

7. MATERIAL PASSES

All tools and materials, other than trash, that the Contractor removes from the Plant must be accompanied by a material pass obtained from the Contact Man. The material pass must be completely filled out and must be signed by a designated official of Contractor and the Contact Man. The Contact Man retains one copy, and the original and one copy must accompany the material to the gate. Both copies are to be surrendered to the gate guard.

8. THEFTS

Owner accepts no responsibility or liability for the theft of any property or material belonging to Contractor or its employees. It shall be the responsibility of Contractor to furnish any police protection it deems necessary to supplement the guard and patrol service provided by Owner. Owner maintains an investigative service and will cooperate with Contractor by assisting in the investigation of all reported thefts within the Plant. Thefts of property or automobiles from Owner's outside parking lots should be reported to local law enforcement officials. Contractor may obtain forms for reporting thefts from within the Plant from the Contact Man.

9. GAMBLING

All forms of gambling are prohibited on Owner's property.

10. BUSINESS VISITORS, APPLICANTS, AND DELIVERY TRUCKS

Contractor shall furnish the Plant Protection Department with a list of persons who are authorized to pass business visitors, job applicants, new employees and delivery trucks to the job site. The Plant Protection Department will obtain authorization from one of these people before passing such individuals into the Plant.

11. AMBULANCE SERVICE

Contractor, when working in Plant, shall make any arrangements Contractor deems necessary for ambulance service from an outside firm. Requests for an ambulance shall be called in to Owner's telephone extension number 600. Accident location, ambulance firm and hospital desired, and Contractor's name shall be given. The Plant Protection Department will escort the ambulance to the scene of the accident. All accidents shall be reported to the Contact Man as soon as possible, whether resulting in injury to person or equipment of Owner or Contractor.

12. INSPECTION OF LUNCH BOXES, PACKAGES, MOTOR VEHICLES, ETC.

Guards have the right to inspect lunch containers, packages, bundles, tools, equipment and motor vehicles in the Plant at any time.

13. CAMERAS AND PHOTOGRAPHS

Unauthorized individuals will not be permitted to enter the Plant with a camera. When Contractor desires to have photographs taken in the Plant, the Contact Man will obtain the necessary authorization.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS.....9

14. LIQUOR AND DRUNKS

Any person possessing intoxicating liquors or who is under the influence of such will not be permitted to enter the Plant or loiter on Company property.

15. VISITING AND LOITERING

Visiting and loitering by Contractor's employees at or around entrance gates or other places on Owner's property will not be permitted.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 10

TRAFFIC REGULATIONS

1. EQUIPMENT REQUIRED ON MOTOR VEHICLES

All motor vehicles entering the Plant shall have a horn and a muffler and be in safe operating condition. Motor vehicles, operating at night, shall have two headlights and at least one visible red tail light in good condition. Vehicles having dual wheels shall be equipped with suitable flaps on each dual wheel so that objects will not be ejected past the flaps, to the rear, when the vehicle is in motion.

2. DRIVER LICENSE

Motor vehicle drivers shall be qualified in accordance with drivers license regulations of the State of Texas.

3. WARNING FLAGS

Red flags shall be used on any load that extends beyond the front, side, or rear of any vehicle.

4. TRAFFIC SIGNS

All traffic signs and signals, whether fixed or portable, shall be obeyed, and drivers must cooperate with Owner's guards and others appointed to direct traffic.

5. SPEED LIMIT

All vehicles shall be operated within the Plant's speed limits, which is thirty miles per hour unless otherwise posted.

6. DRIVING AND PARKING

Vehicles shall be driven on the right side of the street and parked on the right side of the street except when parking in designated parking areas, or when directed otherwise by traffic signs or during emergencies. Vehicles shall not be parked on streets or roadways in such a manner as to slow down, hinder, or interfere with the free flow of traffic. Vehicles shall not be parked so as to block or interfere with the use of fire hydrants or fire equipment.

7. RIGHT-OF-WAY

The order of right-of-way in the Plant is as follows: First, ambulance; second, fire-fighting equipment; third, pedestrians; fourth, bicycle riders; and fifth, motor vehicles. Vehicles shall be pulled to one side and shall be brought to a complete stop when approached from either direction by an ambulance or fire equipment. Ordinary driving courtesy shall be practised by all drivers of motor vehicles.

8. PASSENGERS

- a. Passengers shall be limited to a reasonable number determined by Owner and vehicle shall not be over-crowded.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 11

- b. Drivers of motor vehicles shall not permit passengers to ride on fenders, running boards, tops or bumpers of motor vehicles. Passengers shall keep all parts of their bodies inside the cab or body of vehicles.
- c. Passengers shall not get on or off a vehicle while it is in motion.

9. VEHICLES PROHIBITED

Motor bicycles or motorcycles are not permitted inside the Plants.

10. WINDSHIELD OR WINDOW OBSTRUCTION

Vehicles having non-transparent materials which interfere with clear visibility through any side window or windshield, shall not be operated in the Plant. All vehicles shall be equipped with adequate rear view devices.

11. 'CLOSED TO ALL TRAFFIC' SIGNS

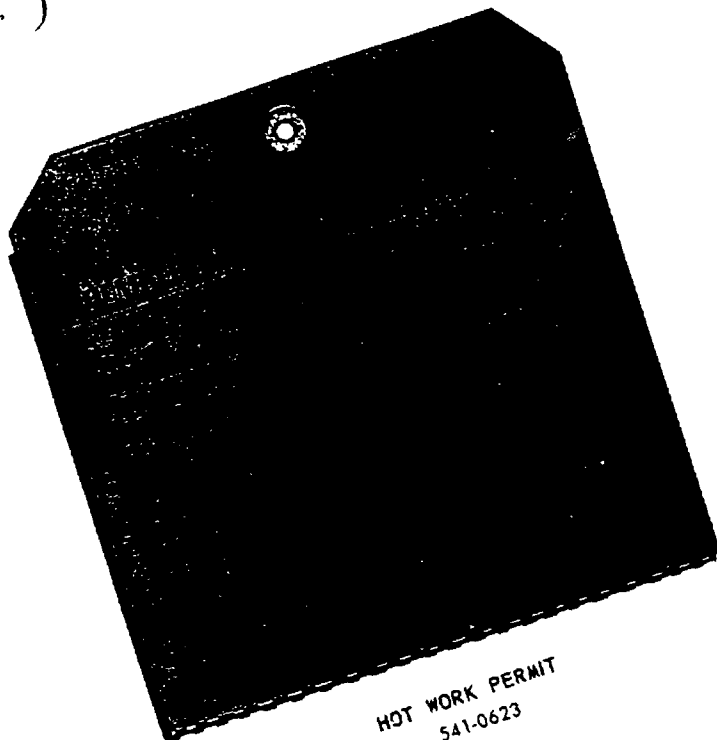
Areas blocked by traffic barriers are closed to all traffic.

12. OBSTRUCTING STREETS OR ROADS

Contractor shall not block roads or streets without permission from the Contact Man. When Contractor's work obstructs a road or street, Contractor shall provide approved lights, barriers, warning devices or signal men.

PERMIT FORMS

541-0074-1



HOT WORK PERMIT
541-0623

541-0751

HUMBLE OIL & REFINING COMPANY

REPORT OF GAS ANALYSIS

LOCATION _____

VESSEL _____

DATE _____ TIME _____ A.M., P.M.

COMBUSTIBLE GAS _____ HYDROGEN SULFIDE _____

TEST MADE BY _____ INSTRUMENT NO. _____

PERMIT TO ENTER

I HAVE CHECKED THIS EQUIPMENT AND CONSIDER IT
SAFE FOR MEN TO ENTER. A STANDBY IS NOT REQUIRED.

THIS PERMIT EXPIRES: DATE _____ TIME _____ A.M., P.M.

OPERATING HEAD _____

FOREMAN DOING WORK _____

THIS TAG IS TO BE DISPLAYED IN A PROMINENT
PLACE ON EQUIPMENT ENTERED
(OVER)

REPORT OF GAS ANALYSIS
541-0751

THIS TAG MUST BE
APPLIED AT THE WORK
HUMBLE OIL & REFINING CO.

PERMIT TO OPEN AND/OR BLANK

"CLASS A" CLOSED CONTAINERS, LINES, EXCHANGERS, PUMPS, COMPRESSORS.

DATE _____ TIME _____ A.M., P.M.

UNIT OR OPERATING AREA _____

NAME OR NUMBER OF EQUIPMENT _____

I HAVE CHECKED THIS EQUIPMENT AND CONSIDER IT SAFE
TO BE OPENED AND/OR BLANKED.

OPERATING MAN _____ SHIFT _____

OPERATING MAN _____ SHIFT _____

THIS PERMIT BECOMES VOID AT THE END OF THE SHIFT OF THE
CRAFTSMAN DOING THE WORK, OR AT THE OPTION OF THE OPERAT-
ING MAN OR THE CRAFTSMAN DOING THE WORK.

No. 70236

PERMIT TO OPEN AND/OR BLANK
541-1212

EXX 001553

Supplement "A"

Fair and Equal Opportunity Clause

Humble/Enjay is an Equal Opportunity Employer. This is a subcontract under or a contract for supplies or services required in the performance of Government contracts. It is agreed as a condition of the agreement that:

- (a) this is a subcontract subject to the rules and regulations approved by the Secretary of Labor under Executive Order 11246 as amended;
- (b) a copy of the Equal Employment Opportunity Provision of Section 202 of Executive Order 11246, signed by Humble/Enjay, is physically attached and made a part hereof. Contractor shall sign and return this provision to P. O. Box 4019, Baytown, Texas 77520, attention H. J. Mason.
- (c) by accepting this agreement, Contractor agrees to be bound thereby; and
- (d) Contractor's Certification of Nonsegregated Facilities is:
 - ☐ (1) physically attached hereto and made a part hereof. Contractor shall sign and return this Certification to P. O. Box 4019, Baytown, Texas 77520, attention _____.
 - ☒ (2) contained in Humble files and is incorporated herein by reference.

November 20, 1968

EXX 001554

Equal Employment Opportunity Provision

During the performance of this contract, the contractor (vendor) agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor acknowledges that he may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Contractor further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply the buyer with a copy of such program if so requested.

Dated DEC 18 1968

Humble Oil & Refining Company
Enjay Chemical Company

By M E Heste

Title Materials Manager

BROWN & ROOT, INC.

By M. A. Woodfin
(Contractor)
M. A. WOODFIN
Title SENIOR VICE PRESIDENT

OFFICE MEMO
BROWN & ROOT, INC.

DECEMBER 31, 1968

TO THOSE CONCERNED:

JOB NO. 27-5158 IS ASSIGNED TO COVER THE CONSTRUCTION OF LIGHT
ENDS CONTROL CENTER BUILDING 807 FOR HUMBLE OIL & REFINING CO.
AT BAYTOWN, TEXAS.



BOB PLACK

BP/jj

JOB TITLE: HUMBLE OIL & REFINING CO. - CONSTRUCT LIGHT ENDS CONTROL CENTER
BUILDING 807 AT BAYTOWN TEXAS.

(WORK TO BE PERFORMED BY THE M. L. WOODFIN DEPARTMENT)

EXX 001557

HUMBLE OIL & REFINING COMPANY
CONTRACT FILE

27-5175

EXX 001558

01-463-1-7

April 11, 1969

Keith's Air Conditioning Co.
5206 Rose
Houston, Texas 77007

Attention: Mr. E. O. Keith

Re: Our Subcontract Number 27-5175-4

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5175-4 dated March 3, 1969.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

We acknowledge receipt of your firm's required Payment and Performance Bonds.

Very truly yours,

James L. Worthington
Purchasing Agent

By: Thomas C. Todd

TCT:md

Attachment

cc: Messrs: R. E. Plack (1 w/original attachment)
O. M. Bakken (2 w/attachment)
Mel Lynch (less attachment)
Drew Farmer (less attachment)

← This Copy File →

EXX 001560

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5175.327 (5)Subcontract No. 27-5175-4P. O. No. 27-5175-4

THIS AGREEMENT, made this 3rd day of March, 1969
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and Keith's Air Conditioning Company, 5206 Rose,

telephone: (713) 869-7161

(Name, Street Address and Telephone Number)

a proprietorship with principal offices at
(Give State of incorporation and whether a corporation, partnership, or proprietorship)

HoustonState of Texas 77007

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

Humble Oil & Refining Company

(Name of Owner)

called the "Owner", for the construction of Dock Office Building No. 23

(Nature of construction under General Contract)

Baytown, Texas

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: detail, furnish, fabricate, deliver, unload, install, test and balance the Heating, Ventilating and Air Conditioning work including air conditioning demolition in accordance with the Specifications, dated January 15, 1969, appropriation no. 61-9341, addendum no. 1, dated 1-29-69; referenced Engineering drawings; Exhibit "A", General Specifications, dated 2-1-66; Exhibit "B", dated 1-15-69; Owner's "Safety, Plant Protection and Traffic Specifications"; and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.

2. The price for the Sublet Work shall be a firm lump sum total of TWELVE THOUSAND THREE HUNDRED SEVENTY NINE AND NO/100 DOLLARS (\$12,379.00), which includes Texas State and Local Sales or Use Taxes, but excludes the reimbursable fee charge for the required \$12,379.00 Payment and Performance Bonds. (Invoice fee charge separately.)

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set by the General Contractor's Job Superintendent.

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived _____; Required X _____.

5. Other special provisions of this subcontract are: (a)

EQUIPMENT FURNISHED & INSTALLED BY SUBCONTRACTOR:

- (1). One trane air handling unit as per plans and specifications.
- (2). One trane condensing unit as per plans and specifications.
- (3). Refrigerant lines from air handling unit to condensing unit to be type "K" copper as per plans and specifications, insulated wutg 3/4" thick Armaflex, but underground portion to be waterproofed.
- (4). Steam piping as per plans and specifications including valves, fittings, and controls. Steam piping will be from source provided by Owner as per plans and specifications.
- (5). Flash tank as per plans and specifications.
- (6). Tear out existing duct work and equipment denoted on plans and specifications to become our property to remain same.
- (7). New duct work and exhaust fans as per plans and specifications.
- (8). Start up system.

WORK TO BE FURNISHED BY GENERAL CONTRACTOR:

- (1). Drain within 5' of equipment.
- (2). All necessary wiring.
- (3). All necessary cutting, patching, painting, and furring.
- (4). Proper access and walkway according to the City Code.

5(b) Before commencing work and before this Subcontract becomes effective, the Subcontractor shall furnish the General Contractor with his Certificate of Insurance and the required \$12,379.00 Payment and Performance Bonds.

5(c) Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

5(d) All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

— Continued on Page 4 —

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

EXX 001562

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are owned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value Full Value but not less than \$200,000
e. Other:	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED:

(Owner)

By: _____

(Title) _____

Date: _____

BROWN & ROOT, INC.

(General Contractor)

By: _____

(Title) _____

Keith's Air Conditioning Company

(Subcontractor)

By: _____

(Title) _____

EXX 001566

Appropriation 61-9341

THIS AGREEMENT, entered into this 19th day of February,
1969, by and between HUMBLE OIL & REFINING COMPANY,
hereinafter referred to as "Humble," and BROWN & ROOT, INC.

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with the specifications and exhibits listed below, a copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein being attached hereto and made a part hereof.

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Dock Office Building 23 for Humble Oil & Refining Company, Baytown, Texas	January 15, 1969
Exhibit "A"	General Specifications	February 1, 1966
Exhibit "B"	Dock Office Building 23	January 15, 1969

Supplement "A" entitled "Fair and Equal Opportunity Clause," is attached and made a part hereof.

COMPLETION

Contractor agrees to begin work on or about February 21, 1969, and will make every effort to complete the Contract before May 29, 1969.

PAYMENT

2. As consideration for the satisfactory performance and completion of this Contract by Contractor, Humble agrees to pay Contractor the lump sum of FIFTY-TWO THOUSAND NINE HUNDRED AND NO/100 (\$52,900.00) DOLLARS.

MEMO

Plack
TO: Bob Plack
FROM: O. M. Bakken
SUBJECT: Request for Job Number

Date 2/24/69

Please assign a job number to cover the following:

Owner: Humble Oil & Refining Co.

Work to be Performed: Construct Dock Office Building #23 at Baytown, Texas

Plant

Approximate Amount: \$ 52,900.00

Our records indicate the next number is 27 - 5175

Project Manager: Tom Hunt
Building Dept

O. M. Bakken
O. M. Bakken

Attached: Copy of Contract No. G-00-4499-C, dated
2/19/69

EXX 001568

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (including Contractors' Protective Liability when subcontractors are used), covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$100,000 for each accident, and \$100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

- a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

BROWN & ROOT, INC.

ATTEST:

SECRETARY

By Tom A. Hunt
PRESIDENT
Building Dept. Manager

HUMBLE OIL & REFINING COMPANY

By M. C. Apple
Materials Manager
Baytown Refinery

ABO:a
(GFSpangler)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally
appeared Tom D. Hunt known to me to be the
person whose name is subscribed to the foregoing instrument as
Building Dept Mgr of Brown & Root, Inc.,
and acknowledged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity stated, and as the act
and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 21st
day of February, A. D., 1969.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

(SEAL)

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N.C. Felt known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 19th day of February, A.D., 1969.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

February 1, 1966

EXHIBIT "A"GENERAL SPECIFICATIONS

1. Contractor has inspected the site and fully understands the nature of the work, the conditions governing the work, and all other local requirements affecting the work. No additional compensation will be allowed for work that could be reasonably anticipated from visible conditions.
2. All work shall conform to generally accepted practice and shall be completed in every detail. In the event of doubt as to the meaning and intent of any portion of the Construction Agreement, Humble shall define that which is intended to apply to the work.
3. Contractor shall maintain the construction site in a neat and presentable condition.
4. Upon completion of the work provided for hereunder and before acceptance and final payment, Contractor shall restore, in a manner acceptable to Humble, all property that has been used or damaged during the prosecution of the work; remove from the jobsite all dismantled and surplus materials, debris, and temporary structures resulting from the work; load and stack all dismantled and Humble-owned surplus materials and debris at a site designated by Humble; and shall leave the jobsite in a neat and presentable condition. Contractor shall obtain instructions from the M&C Contact Man for disposal of any left-over materials, including scrap.
5. Prior to departure from jobsite, Contractor shall obtain the M&C Contact Man's concurrence that Contractor has completed satisfactorily all work required by the contract.
6. Upon receipt of material furnished by Humble, Contractor shall accept full responsibility for this material and shall provide suitable protection for this material from deterioration, disappearance and other harm.
7. In the event Humble furnishes critical path schedules or other job plans to Contractor, the Contractor's responsibility for all work covered by said schedules or plans shall be that specified in the contract.
8. Contractor shall provide its own sanitary facilities, properly secluded from observation and maintained by Contractor in a sanitary manner as approved by Humble.
9. Contractor shall provide all temporary buildings necessary for construction purposes.
10. Contractor shall not substitute alternate materials or equipment for those specified without Humble's prior written approval.
11. All costs of welder qualification shall be borne by Contractor unless otherwise specified in the contract of which this Exhibit "A" is made a part.
12. Contractor's work shall be executed so as to cause a minimum of interference with the operation of Humble's equipment.
13. No connection shall be made by Contractor to any of Humble's facilities, such as power lines, pipe lines, sewers, etc., without getting Humble's prior approval of Contractor's connection method, design and time schedule.

EXX 001575

Exhibit "A" (Continued)

-2-

February 1, 1966

4. Signing of this agreement constitutes a waiver by Contractor of any restrictive clauses appearing on drawings, data, or any material submitted by Contractor to Humble under this agreement; such clauses shall not be binding, nor have any effect upon Humble; Contractor hereby authorizes Humble to nullify, obliterate, or otherwise remove any such restrictive clauses.
15. Various industry and/or national codes and standards may be referred to elsewhere in this contract. The requirements contained in any such codes and standards form a part of this contract in the manner and to the extent indicated. Contractor shall obtain copies of the latest edition of such codes and standards and follow them in the execution of the job. "Latest edition" is defined as the latest published edition as of the date of the contract.
16. Contractor's name shall be placed on all motor driven vehicles and other construction equipment such as welding machines, compressors, etc., used by Contractor, unless waived by the M&C Contact Man.
17. Welding machines shall be furnished with a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher attached directly to the machine.
18. Contractor shall work from 7:30 A.M. to 4:00 P.M., Monday through Friday, unless otherwise specified in the contract of which this is made a part, or unless otherwise approved by the M&C Contact Man.
19. The holidays listed below shall be observed at the Baytown Plants. Contractor shall not work on these days unless otherwise specified in the contract of which this Exhibit "A" is made a part, or unless otherwise approved by the M&C Contact Man.
 - (1) New Year's Day
 - (2) Good Friday
 - (3) Memorial Day
 - (4) July Fourth
 - (5) Labor Day
 - (6) Thanksgiving Day
 - (7) Christmas Day
 - (8) The day after Thanksgiving, except when Christmas falls on Tuesday or Thursday, in which event the holiday shall be observed on the preceding Monday or the succeeding Friday, respectively.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively.

EXX 001576

Supplement 'A'

Fair and Equal Opportunity Clause

Humble~~XXXX~~ is an Equal Opportunity Employer. This is a subcontract under or a contract for supplies or services required in the performance of Government contracts. It is agreed as a condition of the agreement that:

- (a) this is a subcontract subject to the rules and regulations approved by the Secretary of Labor under Executive Order 11246 as amended;
- (b) a copy of the Equal Employment Opportunity Provision of Section 202 of Executive Order 11246 is physically attached and made a part hereof. Contractor shall sign and return this provision to P. O. Box 4019, Baytown, Texas 77520, attention A. B. O'Brien;
- (c) by accepting this agreement, Contractor agrees to be bound thereby; and
- (d) Contractor's Certification of Nonsegregated Facilities is:

☐ (1) physically attached hereto.
Contractor shall sign and return this Certification to P. O. Box 4019, Baytown, Texas 77520, attention _____.

☒ (2) contained in Humble files.

G-00-4499-C

EXX 001577

Equal Employment Opportunity Provision

During the performance of this contract, the contractor (vendor) agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Equal Employment Opportunity Provision

Page Two

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor acknowledges that he may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Contractor further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply the buyer with a copy of such program if so requested.

Dated _____

Humble Oil & Refining Company
Enjay Chemical Company

By M C Heete

Title Materials Manager

BROWN & ROOT, INC.

(Contractor)

By Sam E. Hunt

Title Building Dept. Manager

SAFETY, PLANT PROTECTION, AND TRAFFIC REGULATIONS

Contractor shall remain an independent Contractor in the performance of the work as called for in the contract and shall observe the Safety, Plant Protection, and Traffic Regulations so as to achieve the results called for therein without persons or property being subjected to unnecessary risks. Contractor shall ensure that all of its employees and employees of its subcontractors working hereunder are informed of the contents of these Regulations.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 2

DEFINITIONS

As used herein, the following definitions are applicable:

1. Owner
Since Enjay, Humble, and ER&E all have facilities located within the Baytown Refinery complex, these three parties have agreed upon these common safety, plant protection, and traffic regulations to be applicable on each corporation's property within said complex. Therefore, for purposes of these Regulations, 'Owner' shall mean Enjay, Humble, or ER&E as applicable.
2. Contact Man
The Owner's representative assigned to the project by the Mechanical Division of Enjay Chemical Company (CPMD), the Maintenance & Construction Division of Humble Oil & Refining Company, the Maintenance and Construction Foreman of ER&E, or the individual designated by the Technical Division involved on contracts for engineering services. The Contact Man, on proper request, will arrange for all permits required hereunder and will be the normal contact between the Contractor and all of Owner's personnel.
3. Basic Equipment Owner
The Enjay Chemical Company, Esso Research and Engineering Company, or Humble Oil & Refining Company representative primarily responsible for the safety of Enjay, ER&E, and Humble personnel and equipment in the area in which the work is to be performed.
4. Plant
Enjay Chemical Company's, Esso Research and Engineering Company's, or Humble Oil & Refining Company's Baytown, Texas, facilities or any combination of such facilities on which work is to be performed.
5. Contractor
Designates 'Contractor,' 'Contractor's Sub-Contractors,' and all employees of each.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 3

SAFETY REGULATIONS

1. AUTHORIZATION TO START WORK

Contractor shall not start work until authorized by the Contact Man at the job site. Such authorization does not constitute authority to proceed with any work involving special permits as outlined below. Contractor shall notify the Contact Man before Sub-Contractors begin work.

2. SMOKING

Smoking within the Plant is prohibited, except at locations and times approved by Owner, and Contact Man will obtain the required permission.

3. MATCHES

The use of matches, other than safety matches, or the transportation of them into the Plant is prohibited.

4. HOT WORK

Contractors shall not use open fires or spark-producing equipment or do any 'hot work' without a written permit on Form 541-0623 (shown on page 12 hereof) properly filled out and signed by (1) the Basic Equipment Owner in the space marked 'Operating Head,' (2) Owner's Gas Tester in the space marked 'Inspector' and (3) by the Contractor's authorized representative in the space marked 'Foreman Doing Work.' Such permits are valid for only the time and date specified on the face of such permit. Owner will assign areas in which Contractor may do 'hot work' on a job duration basis and will give short-time permits in other locations when considered safe. Contractors shall stop any 'hot work' upon request of any employee of Owner and shall not resume such work until authorized by the Contact Man. Job duration 'hot work' permits will be issued in the form of a letter from the Basic Equipment Owner to Contractor, receipt of which shall be acknowledged. Contractor shall watch for conditions that make the use of 'hot work' unsafe, and immediately upon observing such conditions, Contractor shall cease such 'hot work' and report the condition to the Contact Man. 'Hot work' is defined as any work requiring the use of burning or welding equipment, brazing equipment, explosives, open fires, portable grinders or saws, internal combustion engines, soldering irons, non-explosion proof motors, non-explosion proof flood or string lights, sandblasting or any other flame or spark-producing equipment.

5. TYING INTO EXISTING PIPE LINES OR EQUIPMENT

Contractor shall not open or tie its work into Owner's existing pipe lines or equipment without a written permit on Form 541-1212 (shown on page 12 hereof), 'Permit to Open or Blank,' properly signed by Basic Equipment Owner in the space marked 'Operating Man.' After a tie-in has been made to Owner's existing lines or equipment, the whole piping or equipment system involved shall be considered the same as Owner's existing lines and equipment and written approval on Form 541-1212, mentioned above, must be obtained from Owner before additional work can be done on any of these lines or equipment, unless a blind, approved by the Contact Man, has been installed separating the lines and equipment being worked on from the remainder of the system.

6. TYING INTO EXISTING SEWERS

Contractor shall not open or tie into or work on Owner's sewer system without a written

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 4

permit on Form 541-1212 (shown on page 12 hereof), 'Permit to Open or Blank,' properly signed by the Basic Equipment Owner in the space marked 'Operating Man.' After sewers constructed by Contractor have been tied into Owner's sewer system, any 'hot work' permit then in effect shall terminate and Contractor shall not perform any 'hot work' in the area until a new 'hot work' permit has been obtained.

7. WORK ON, ADJACENT TO OR TYING INTO EXISTING ELECTRICAL POWER CIRCUITS AND WORK ON ELECTRICALLY OPERATED EQUIPMENT

Under no circumstances shall Contractor work on, adjacent to or connect into Owner's electrical system or work on Owner's electrically operated equipment without securing prior written permission from Owner in accordance with Owner's 'Electrical Tagout Procedures,' dated June 1, 1966.

8. ENTERING 'CLASS A' CLOSED CONTAINERS

Contractor shall not enter any 'Class A' Closed Container, as defined below, without a written permit on Form 541-0751 (shown on page 12 hereof), 'Report of Gas Analysis' and 'Permit to Enter,' properly signed by (1) Owner's Gas Tester, (2) the Basic Equipment Owner in the space marked 'Operating Head' and (3) Contractor's authorized representative in the space marked 'Foreman Doing Work.' Such permit is valid for only the time and date shown on the face of such permit. 'Class A' Closed Container is defined as any closed container in custody and control of Owner which has been in operation. This also includes furnaces, excavations, open top containers and sewers in care, custody and control of Owner where the head of a man working therein is below the top of the vessel, excavation or sewer.

9. WORK INVOLVING THE USE OF IONIZING RADIATION

Contractor shall not perform any work involving the use of ionizing radiation without written notification in duplicate to the Owner. Such notification shall include the job reference, state time of entry, the type of ionizing radiation equipment and the strength of the ionizing source. Contractor shall comply with 'Texas Regulations for Control of Radiation,' effective March 1, 1963, amended June 14, 1965, Texas State Department of Health, Division of Occupational Health and Radiation Control, Austin, Texas, together with all future amendments, additions and revisions to said regulations and standards. Owner reserves the right to conduct independent and unannounced radiation surveys of contractor's equipment and its uses on Owner's premises.

10. HOUSEKEEPING

At all times the job site shall be kept clean and free from debris, trash, and rubbish. Contractor shall store all materials in a neat and orderly fashion and shall not store materials within four feet of any fence or along railroad tracks within a distance of seven feet two inches horizontally from the inside edge or twenty-three feet vertically above the top of any rail and shall not construct temporary or permanent structures within this minimum clearance. Dismantled or surplus materials, trash, and debris (including earth, clay, lumber, concrete, metal, insulation, paper, etc.) that falls from Contractor's vehicles shall be cleaned up by Contractor.

11. REPAIRS OR CHANGES

After care, custody and control of the facility constructed by Contractor passes to Owner, no repair or changes shall be made by the Contractor without written approval of Owner.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 5

12. USE OF LINES OR CONDUITS AS SUPPORTS

Contractor shall not use Owner's pipe lines or electrical conduits as supports for loads or for ladders or for scaffolds without authorization from the Contact Man.

13. USE OF STANCHIONS OR EQUIPMENT FOR ANCHORS

Contractor shall not use Owner's pipe stanchions or other equipment for attaching snatch blocks, guy lines, or for other services which apply loads on the equipment without written approval of the Contact Man.

14. GUY LINES

When it is necessary for Contractor to install guy lines across Owner's electric lines, Contractor shall construct timber guards, of a type approved by Owner, to prevent guy lines from coming in contact with the electric lines. No guy lines shall be detached nor buried guy line anchors disturbed without prior approval of the Contact Man.

15. WORKING IN THE VICINITY OF ELECTRIC LINES

When it is necessary for a Contractor to operate cranes or derricks in the vicinity of electric lines or to perform any other work so near to such lines that persons or property may be endangered, Contractor shall consult the Contact Man and determine whether the electric lines can be de-energized. If the lines cannot be de-energized, Contractor shall install suitable guards to prevent its equipment from coming in contact with the electric wires or cable. Such guards shall be of a type approved by the Contact Man. Contractor shall not proceed with any of such work until such electric lines have been de-energized or until such guards have been installed.

16. EXCAVATIONS

All excavations made by the Contractor, except those specifically excluded by the Contact Man, shall be fenced-in or boarded over so as to prevent personnel from slipping or falling into them when moving about the area.

17. MOVING SUSPENDED LOADS

Contractor shall not move loads suspended from mobile equipment on Owner's streets without load being secured to prevent swinging. All chains, cables, ropes, etc., suspended from mobile equipment shall be properly fastened.

18. DAMAGE TO OWNER'S PROPERTY

If Contractor damages any of Owner's property, it shall immediately report such damage to the Contact Man.

19. WARNING AND CAUTION SIGNS

Contractors shall obey all safety warning signs posted by Owner.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 6

20. ENTERING OPERATING UNIT

Contractor shall not enter any operating unit or area with motorized equipment without permission of the Contact Man. Vehicles entering these areas may be required to have spark-proof mufflers or their equivalent.

21. OPERATING OWNER'S EQUIPMENT

Contractor shall not operate any of Owner's equipment, such as electric power switches, valves, etc., without prior specific approval of the Contact Man.

22. USE OF SPECIAL VEHICLES

No vehicle or piece of equipment having metallic lugged wheels or tracks shall be operated on any hard surface street without adequate protection to the street. No tracked equipment having flat pavement treads shall be operated on a paved street without approval of the Contact Man.

23. WELDING MACHINES

Welding machines shall have a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher in proper working condition attached directly to the machine.

24. COMPRESSED GAS CYLINDERS

Cylinders containing gasses shall not be stored under pipe or power lines. Such bottles shall be properly secured in an upright position when in storage and in use.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 7

PLANT PROTECTION REGULATIONS

1. PARKING LOCATIONS

Parking locations will be designated for each Contractor by Owner. If Contractor desires to park on Owner's property, all parking will be in the lot, or area designated. Posted regulations governing the use of the lot shall be followed. All vehicles on Owner's property will be at the risk of the vehicle owner and Owner accepts no responsibility for paint or other damage to or theft of or from such vehicles.

2. ENTRANCE GATE

Owner will designate a gate or gates for the use of Contractor and for the delivery of its material and supplies. Contractor and vehicles serving the Contractor shall use only the designated gate for entrance and exit to and from the Contractor's job site. Contractor will make arrangements so that vehicle drivers will know which refinery gate to enter and the appropriate job site location.

3. WALKS AND ROADWAYS

Walks and roadways will be as designated for the use of Contractor when entering or leaving the job site, or when moving from one area to another, or when obtaining material from Owner. Contractor shall use only such designated roadways and walks. The use of short cuts or non-designated pathways is prohibited.

4. CONTRACTOR BADGES AND CONTRACTOR PASSES

Contractor's employees shall wear that Contractor's badge at all times they are in the Plant. Employees engaged by the Technical Divisions for engineering services will not be required to wear badges. Such badges shall bear the firm's name and each badge shall be numbered with a different number. Contractor shall supply these badges. A Contractor pass, bearing the same number as the badge, shall also be issued to each of Contractor's employees. The Contact Man will issue these passes to Contractor, who, in turn shall issue them to employees. These badges and Contractor passes must be shown to the gate guard each time any employee of Contractor enters or leaves the Plant. Contractor shall return to the Contact Man all passes upon completion of the job. When Sub-Contractors to the prime Contractor do not have their own badges, they may use the prime Contractor's badges.

5. USE OF SUB-CONTRACTORS

The Contractor shall advise the appropriate Purchasing organization or the appropriate Technical Division in writing prior to starting work as to the Sub-Contractors proposed for use.

6. CAR PASSES

Owner will issue car passes to Contractor's personnel who require using a car in connection with the work. Requests for such passes shall be made to the Contact Man.

Contractor's vehicles, which bear the Contractor's name or insignia prominently displayed, will not require a car pass, providing the driver has a badge and Contractor's pass. Such vehicles shall be restricted to the use of designated street or streets and Plant entrance

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 8

or entrances assigned for use of Contractor. All equipment on rubber tires, such as mobile cranes, back hoes, air compressors, welding machines, etc., must have Contractor's name prominently displayed when being used by Contractor.

7. MATERIAL PASSES

All tools and materials, other than trash, that the Contractor removes from the Plant must be accompanied by a material pass obtained from the Contact Man. The material pass must be completely filled out and must be signed by a designated official of Contractor and the Contact Man. The Contact Man retains one copy, and the original and one copy must accompany the material to the gate. Both copies are to be surrendered to the gate guard.

8. THEFTS

Owner accepts no responsibility or liability for the theft of any property or material belonging to Contractor or its employees. It shall be the responsibility of Contractor to furnish any police protection it deems necessary to supplement the guard and patrol service provided by Owner. Owner maintains an investigative service and will cooperate with Contractor by assisting in the investigation of all reported thefts within the Plant. Thefts of property or automobiles from Owner's outside parking lots should be reported to local law enforcement officials. Contractor may obtain forms for reporting thefts from within the Plant from the Contact Man.

9. GAMBLING

All forms of gambling are prohibited on Owner's property.

10. BUSINESS VISITORS, APPLICANTS, AND DELIVERY TRUCKS

Contractor shall furnish the Plant Protection Department with a list of persons who are authorized to pass business visitors, job applicants, new employees and delivery trucks to the job site. The Plant Protection Department will obtain authorization from one of these people before passing such individuals into the Plant.

11. AMBULANCE SERVICE

Contractor, when working in Plant, shall make any arrangements Contractor deems necessary for ambulance service from an outside firm. Requests for an ambulance shall be called in to Owner's telephone extension number 600. Accident location, ambulance firm and hospital desired, and Contractor's name shall be given. The Plant Protection Department will escort the ambulance to the scene of the accident. All accidents shall be reported to the Contact Man as soon as possible, whether resulting in injury to person or equipment of Owner or Contractor.

12. INSPECTION OF LUNCH BOXES, PACKAGES, MOTOR VEHICLES, ETC.

Guards have the right to inspect lunch containers, packages, bundles, tools, equipment and motor vehicles in the Plant at any time.

13. CAMERAS AND PHOTOGRAPHS

Unauthorized individuals will not be permitted to enter the Plant with a camera. When Contractor desires to have photographs taken in the Plant, the Contact Man will obtain the necessary authorization.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS.....9

14. LIQUOR AND DRUNKS

Any person possessing intoxicating liquors or who is under the influence of such will not be permitted to enter the Plant or loiter on Company property.

15. VISITING AND LOITERING

Visiting and loitering by Contractor's employees at or around entrance gates or other places on Owner's property will not be permitted.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 10

TRAFFIC REGULATIONS

1. EQUIPMENT REQUIRED ON MOTOR VEHICLES

All motor vehicles entering the Plant shall have a horn and a muffler and be in safe operating condition. Motor vehicles, operating at night, shall have two headlights and at least one visible red tail light in good condition. Vehicles having dual wheels shall be equipped with suitable flaps on each dual wheel so that objects will not be ejected past the flaps, to the rear, when the vehicle is in motion.

2. DRIVER LICENSE

Motor vehicle drivers shall be qualified in accordance with drivers license regulations of the State of Texas.

3. WARNING FLAGS

Red flags shall be used on any load that extends beyond the front, side, or rear of any vehicle.

4. TRAFFIC SIGNS

All traffic signs and signals, whether fixed or portable, shall be obeyed, and drivers must cooperate with Owner's guards and others appointed to direct traffic.

5. SPEED LIMIT

All vehicles shall be operated within the Plant's speed limits, which is thirty miles per hour unless otherwise posted.

6. DRIVING AND PARKING

Vehicles shall be driven on the right side of the street and parked on the right side of the street except when parking in designated parking areas, or when directed otherwise by traffic signs or during emergencies. Vehicles shall not be parked on streets or roadways in such a manner as to slow down, hinder, or interfere with the free flow of traffic. Vehicles shall not be parked so as to block or interfere with the use of fire hydrants or fire equipment.

7. RIGHT-OF-WAY

The order of right-of-way in the Plant is as follows: First, ambulance; second, fire-fighting equipment; third, pedestrians; fourth, bicycle riders; and fifth, motor vehicles. Vehicles shall be pulled to one side and shall be brought to a complete stop when approached from either direction by an ambulance or fire equipment. Ordinary driving courtesy shall be practised by all drivers of motor vehicles.

8. PASSENGERS

- a. Passengers shall be limited to a reasonable number determined by Owner and vehicle shall not be over-crowded.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 11

b. Drivers of motor vehicles shall not permit passengers to ride on fenders, running boards, tops or bumpers of motor vehicles. Passengers shall keep all parts of their bodies inside the cab or body of vehicles.

c. Passengers shall not get on or off a vehicle while it is in motion.

9. VEHICLES PROHIBITED

Motor bicycles or motorcycles are not permitted inside the Plants.

10. WINDSHIELD OR WINDOW OBSTRUCTION

Vehicles having non-transparent materials which interfere with clear visibility through any side window or windshield, shall not be operated in the Plant. All vehicles shall be equipped with adequate rear view devices.

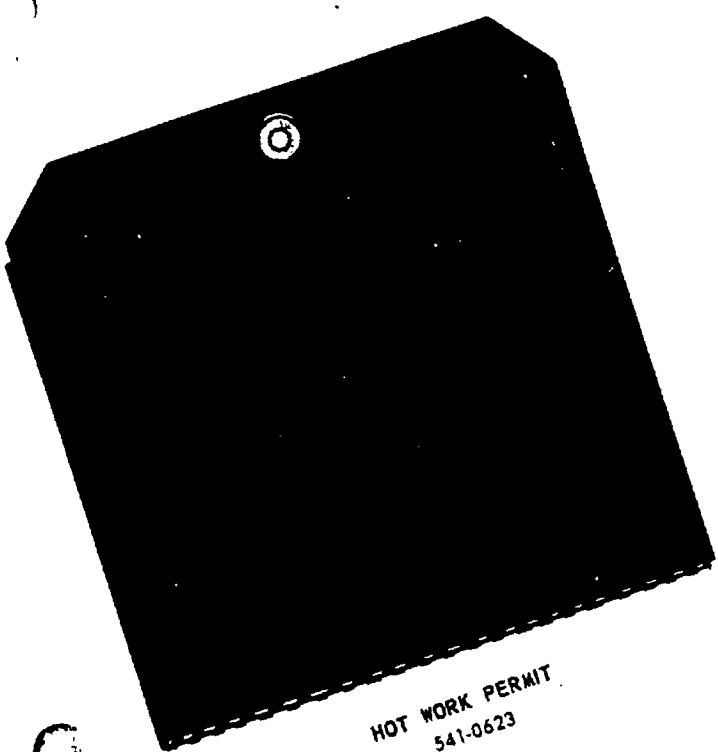
11. 'CLOSED TO ALL TRAFFIC' SIGNS

Areas blocked by traffic barriers are closed to all traffic.

12. OBSTRUCTING STREETS OR ROADS

Contractor shall not block roads or streets without permission from the Contact Man. When Contractor's work obstructs a road or street, Contractor shall provide approved lights, barriers, warning devices or signal men.

PERMIT FORMS



HOT WORK PERMIT
541-0623

541-0751

HUMBLE OIL & REFINING COMPANY

REPORT OF GAS ANALYSIS

LOCATION _____

VESSEL _____

DATE _____ TIME _____ A.M., P.M. _____

COMBUSTIBLE GAS _____ HYDROGEN SULFIDE _____

TEST MADE BY _____ INSTRUMENT NO. _____

PERMIT TO ENTER

I HAVE CHECKED THIS EQUIPMENT AND CONSIDER IT
SAFE FOR MEN TO ENTER. A STANDBY IS NOT REQUIRED.

THIS PERMIT EXPIRES: DATE _____ TIME _____ A.M. P.M. _____

OPERATING HEAD _____

FOREMAN DOING WORK _____

THIS TAG IS TO BE DISPLAYED IN A PROMINENT
PLACE ON EQUIPMENT ENTERED

(OVER)

REPORT OF GAS ANALYSIS
541-0751

THIS TAG MUST BE
APPLIED AT THE WORK

HUMBLE OIL & REFINING CO.

PERMIT TO OPEN AND/OR BLANK

"CLASS A" CLOSED CONTAINERS, LINES, EXCHANGERS, PUMPS, COMPRESSORS.

DATE _____ TIME _____ A.M. P.M. _____

UNIT OR OPERATING AREA _____

NAME OR NUMBER OF EQUIPMENT _____

I HAVE CHECKED THIS EQUIPMENT AND CONSIDER IT SAFE
TO BE OPENED AND/OR BLANKED.

OPERATING MAN _____ SHIFT _____

OPERATING MAN _____ SHIFT _____

THIS PERMIT BECOMES VOID AT THE END OF THE SHIFT OF THE
CRAFTSMAN DOING THE WORK, OR AT THE OPTION OF THE OPERAT-
ING MAN OR THE CRAFTSMAN DOING THE WORK.

PERMIT TO OPEN AND/OR BLANK
541-1212

EXX 001591

OFFICE MEMO
BROWN & ROOT, INC.

FEBRUARY 24, 1969

TO THOSE CONCERNED:

JOB NO. 27-5175 IS ASSIGNED TO COVER THE CONSTRUCTION OF DOCK OFFICE
BUILDING #23 FOR HUMBLE OIL & REFINING COMPANY AT BAYTOWN, TEXAS.



BOB PLACK

BP/jj

JOB TITLE: HUMBLE OIL & REFINING COMPANY - CONSTRUCT DOCK OFFICE BUILDING
23 AT BAYTOWN, TEXAS.

(WORK TO BE PERFORMED BY THE M. L. WOODFIN DEPARTMENT)

EXX 001592

HUMBLE OIL & REFINING CO.
CONTRACT FILE

27-5190

EXX 001593

1-1-294-10

EXX 001594

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001

June 18, 1969



Mult-A-Frame Corporation
% Johnson Construction Specialties, Inc.
2907 Holmes Road
Houston, Texas 77051

Attention: Mr. A. P. Coolures

Re: Subcontract No. 27-5190-8

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5190-8 dated May 13, 1969.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

Very truly yours,

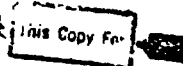
James L. Worthington
Purchasing Agent

By: W. D. Tellman

WDT:gm

Attachment

cc: R. E. Plack (1 w/original attachment)
O. M. Bakken (2 w/attachment)
Harold Sanders (less attachment)
Drew Farmer (less attachment)



**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5190-323 (5)Subcontract No. 27-5190-8P. O. No. 27-5190-8

THIS AGREEMENT, made this 13th day of May, 1969
 by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)
Mult-A-Frame Corporation c/o

hereinafter called the "General Contractor", and Johnson Construction Specialties, Inc., 2907

Holmes Road, telephone: (713) 748-2850

(Name, Street Address and Telephone Number)

a Texas Corporation with principal offices at

(Give State of Incorporation and whether a corporation, partnership, or proprietorship)

Houston, State of Texas 77051

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

Rumble Oil & Refining Company

(Name of Owner)

called the "Owner", for the construction of Lubes Control Building 811

(Nature of construction under General Contract)

Baytown,Texas

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: Furnish all Access Floor Work completely in accordance with the Specifications, dated February 20, 1969, appropriation 28-9216, Referenced Engineering Drawings, Exhibit "A", General Specifications, dated February 1, 1966, Exhibit "B", dated February 20, 1969, Owner's Safety, Plant Protection and Traffic Regulations, revised June 1, 1966, and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.

2. The price for the Sublet Work shall be a firm lump sum total of FIFTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$15,725.00), which includes Texas State and Local Sales or Use Taxes.

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set by the General Contractor's Job Superintendent.

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived X; Required _____.

5. Other special provisions of this subcontract are: (a) Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

(b)

All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

(c)

Subcontractor to contact the General Contractor's Job Superintendent to schedule and coordinate this Subcontract.

(d)

Two copies of the General Contractor's "Affidavit for Subcontractors" are attached. Subcontractor to execute one copy and return with his final and/or retainage invoice.

(e)

Submit shop drawings for approval in six (6) copies by May 21, 1969.

EXX 001597

— Continued on Page 4 —

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report, any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value
	Full Value but not less than \$200,000
e. Other: _____	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor to Subcontractor such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and The Safety Regulations.

APPROVED:

(Owner)

By:

(Title)

Date:

BROWN & ROOT, INC.

(General Contractor)

By:

James L. Worthington

(Title) Purchasing Agent

Mult-A-Frame Corporation c/o

Johnson Construction Specialties, Inc.

(Subcontractor)

By:

Shirley M. Rogin

(Title) Comptroller

6-10-69

EXX 001601

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001

June 4, 1969



Perlite of Houston, Incorporated
P. O. Box 8386
Houston, Texas 77004

Attention: Mr. R. C. Black

Re: Subcontract No. 27-5190-15

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5190-15 dated 23 May, 1969.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

Very truly yours,

James L. Worthington
Purchasing Agent

By: W. D. Tellman

WDT:gm

Attachment

cc: R. E. Plack
O. M. Bakken
Mel Lynch
Drew Farmer

(1 w/original attachment)
(2 w/attachment)
(less attachment)
(less attachment)

This Copy For

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5190.307 (5)Subcontract No. 27-5190-15P. O. No. 27-5190-15

THIS AGREEMENT, made this 23rd day of May, 19 69
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and Perlite of Houston, Incorporated, P. O. Box 8386,

2602 Houston Road, telephone: (713) 523-2571
(Name, Street Address and Telephone Number)

a Texas Corporation with principal offices at
(Give State of Incorporation and whether a corporation, partnership, or proprietorship)

Houston, State of Texas 77004

hereinafter called the "Subcontractor", WITNESSETH
WHEREAS, General Contractor has entered into a contract dated _____, with

Humble Oil & Refining Company, hereinafter
(Name of Owner)

called the "Owner", for the construction of Lubea Control Building 811

(Nature of construction under General Contract)

at Baytown, Texas
(City) (State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: Furnish and install all COFAR Roof Deck Work including insulating fill in accordance with Specifications, dated February 20, 1969, Appropriation 28-9216, Referenced Engineering Drawings, Revision 1, dated May 1, and 2, 1969, Exhibit "A", General Specifications, dated February 1, 1966, Exhibit "B", dated February 20, 1969, Owner's Safety, Plant Protection and Traffic Regulations, revised June 1, 1966, and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.

2. The price for the Sublet Work shall be a firm lump sum total of SEVEN THOUSAND SEVEN HUNDRED THIRTEEN AND NO/100 (\$7713.00), which includes Texas State and Local Sales or Use Taxes.

— Continued on Page 2 —

EXX 001603

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set be the General Contractor's Job Superintendent

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived X; Required _____.

5. Other special provisions of this subcontract are: (a) Subcontractor shall submit shop drawings for approval in six (6) copies by June 1, 1969.

5 (b)

Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

5 (c)

All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

5 (d)

Subcontractor to contact the General Contractor's Job Superintendent to schedule and coordinate this Subcontract.

5 (e)

Two copies of the General Contractor's "Affidavit for Subcontractors" are attached. Subcontractor to execute one copy and return with his final and/or retainage invoice.

— Continued on Page 4 —

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

EXX 001504

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

— Continued on Page 5 —

EXX 001605

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurrent negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided for herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person
Property Damage	\$300,000 per accident
	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value
	Full Value but not less than \$200,000
e. Other:	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor by such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid voices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED:

(Owner)

By: _____

(Title) _____

Date: _____

BROWN & ROOT, INC.

(General Contractor)

By: James L. Worthington

(Title) Purchasing Agent

Perlite of Houston, Inc.

(Subcontractor)

By: Pma

(Title) _____

EXX 001608

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5190.327 (5)Subcontract No. 27-5190-14P. O. No. 27-5190-14

THIS AGREEMENT, made this 15th day of May, 1969
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and Robert D. Straus Company, P. O. Box 2544,
4000 Leeland, telephone: (713) 227-9164
(Name, Street Address and Telephone Number)

a Texas Corporation with principal offices at
(Give State of Incorporation and whether a corporation, partnership, or proprietorship)

Houston State of Texas 77001
hereinafter called the "Subcontractor", WITNESSETH
WHEREAS, General Contractor has entered into a contract dated _____, with

Humble Oil & Refining Company, hereinafter
(Name of Owner)
called the "Owner", for the construction of Lubes Control Building 811

(Nature of construction under General Contract)

at Baytown, Texas
(City) (State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: Detail, furnish, fabricate,=deliver, unload, install, test, and balance all Heating, Ventilating and Air Conditioning work in accordance with the Specifications, dated February 20, 1969, Appropriation 28-9216, Referenced Engineering Drawings Exhibit "A", General Specifications, dated February 1, 1966, Exhibit "B", dated February 20, 1969, Owner's Safety, Plant Protection and Traffic Regulations, revised June 1, 1966, and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.

2. The price for the Sublet Work shall be a firm lump sum total of FORTY THREE THOUSAND EIGHT HUNDRED NINETEEN AND NO/100 DOLLARS (\$43,819.00), which includes Texas State and Local Sales or Use Taxes but excludes the reimbursable fee charge for the required \$43,819.00 Payment and Performance Bonds. (Invoice fee charge separately.)

— Continued on Page 2 —

EXX 001610

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set by the General Contractor's Job Superintendent.

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived _____; Required X _____.

5. Other special provisions of this subcontract are: (a) Before commencing work and before this Subcontract becomes effective, the Subcontractor shall furnish the General Contractor with his Certificate of Insurance and the required \$43,819.00 Payment and Performance Bonds.

(b)

Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

(c)

All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

(d)

Subcontractor to contact the General Contractor's Job Superintendent to schedule and coordinate this Subcontract.

(e)

Subcontractor shall submit Shop Drawings for approval in six (6) copies by June 1, 1969.

— Continued on Page 4 —

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided or herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value Full Value but not less than \$200,000
e. Other: _____	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor to Owner such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

— Continued on Page 7 —

EXX 001614

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

BROWN & ROOT, INC.

(General Contractor)

APPROVED:

(Owner)

By:

James L. Worthington

(Title)

Purchasing Agent

By:

Robert D. Straus Company

(Subcontractor)

(Title)

By:

W. A. Harbaugh, Vice-Pres.

Robert D. Straus Company

P. O. Box 2544

Houston, Texas 77001

Date:

27-5190

BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWN&R

2

2-12-70

Contract L -00-4521 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. N. C. Foote

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#14	\$ 52.29		
#15	268.92		
#16	51.97		
#18	56.57		
#19	112.66		

Total This change \$ 542.41

Very truly yours,

BROWN & ROOT, INC.

P. M. Weaver

P. M. Weaver
27-5190

Attachment (5)

COPIES TO MERLE
JOB Supt
FILE

CONTRACT CHANGE ORDER NO. <u>17</u>	
CONTRACT NO. <u>L-00-4521-C</u> DATED: <u>4-2-69</u>	
ADDITION/ (DEDUCTION) \$ <u>542.41</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	
DATE: <u>7/23/70</u>	
EXCERPTS: <u>1/10</u>	
PROJ. ENG: <u>C. J. K. H. OWNER:</u>	

27-5190

EXX 001616

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001

February 13, 1970



Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

RE: Design Change No. 13
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We are performing the additional work required to install and connect Owner's electrical equipment in accordance with Humble Design Change No. 13, dated 1-6-70, transmitted by your letter dated January 8, 1970, and request the additional lump sum amount of Four Thousand Four Hundred Sixty Nine and 00/100 Dollars (\$4,469.00).

Our cost breakdown is attached. Please give us your Change Order adding the above sum to the contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:br

Attachment

CONTRACT CHANGE ORDER NO. <u>16</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4-2-69</u>
ADDITION/ (DELETION) \$ <u>4,469.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>2/13/70</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>E. J. [Signature]</u>	OWNER: _____

COPIES TO: MERLE
JOB SUPT
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FILE

Serving Progress  Years, 1949-1969

EXX 001617

275190

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

January 23, 1970	
CONTRACT CHANGE ORDER NO.	15
CONTRACT NO.	L-00-4521-C DATED: 4-2-69
ADDITION/ (DELETION)	\$ 5,957.00
Humble Oil & Refining Company:	
APPROVED:	<i>W. H. Schumacher</i>
DATE:	2 Feb 1970
EXCERPTS	No
PROJ. ENG:	E. G. Warren
OWNER:	

RE: Electrical Changes
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

In September and early October, 1969, we were requested to perform certain electrical work shown on the original Drawings 10-102-28 dated 9-1-69 and 10-35-79, Revision 0, dated 10-9-69, which work was not included in the original plans and specifications.

1. This work involves conduits to transfer switches, radio, telephone cabinet, A/C units, 480 V. power to building and installing 5 #C-21-8 Benjamin light fixtures for a total lump sum additional cost of Five Thousand One Hundred Twenty-two and no/100 Dollars (\$5,122.00).

2. Also, we were requested to pay the vendor (Wholesale Electric Supply Co.) for installing two (2) ASCO #906-105A3340 transformer switches in two (2) motor control centers. This additional cost, including state sales taxes and a 5% handling cost amounts to the lump sum additional cost of Eight Hundred Fifteen and no/100 Dollars (\$815.00).

Our cost breakdown of the sum of Item 1 is attached. Please give us your Change Order(s) adding the above sums to the Contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:mlp
cc: Job Supt.
Gen. Supt.

Serving Progress  Years, 1919-1969

EXX 001618

27-5190



BROWN & ROOT, INC. *Engineers & Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBLT

Contract L-00- 4521-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. N.C. Foote

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#2	\$154.00		
#3	81.70		
#4	128.97		
#5	659.26		
#6	69.27		
#7	196.53		
#8	90.67		
#9	199.45		
#10	61.13		
#11	61.22		
#12	138.43		
#13	215.67		
Total This change \$		2,056.30	

Very truly yours,

BROWN & ROOT, INC.

P. M. Weaver

P. M. Weaver
Job No. 27-5190

CONTRACT CHANGE ORDER NO. <u>14</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4-2-69</u>
ADDITION/ (DELETION) \$ <u>2,056.30</u>	
Humble Oil & Refining Company:	
APPROVED: <u>W. J. Schmitz</u>	
DATE: <u>2 Feb 1970</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>E. J. Warren</u>	OWNER: _____

27-5190

EXX 001619

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



December 10, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

RE: Design Change No. 12
Contract No. L-00-4521-C
Change in Kitchen Cabinets
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

As outlined in your Design Change No. 12, dated December 4, 1969, we will add plastic laminated finish to the exposed surfaces of the kitchen cabinets, including all edges and both sides of the flush doors, allowing credit for using fir plywood in lieu of birch for the exposed surfaces, and allowing credit for face painting, for the additional sum of Five Hundred Fifty-Nine and no/100 Dollars (\$559.00).

If this revision is to be accepted, please give us your Change Order adding the above sum to the Contract amount.

Very truly yours,

BROWN & ROOT, INC.


Tom A. Hunt, Manager
Building Department

TAH:mlp

CONTRACT CHANGE ORDER NO. <u>13</u>	Attachments Included in Change Order <u>13</u>
CONTRACT NO. <u>L-00-4521-C</u> DATED: <u>4-2-69</u>	
ADDITION/ (DECREASE) \$ <u>8,537.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>E. S. Weaver</u>	
DATE: <u>Dec 17, 1969</u>	
EXCERPTS <u>5</u>	
PROJ. ENG: <u>E. S. Weaver</u>	
Total \$ <u>8,537.00</u>	

Serving Progress 1965-1979-1989

EXX 001620

27-5190

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



November 20, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

RE: Design Change No. 11
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We propose to perform the additional work required to install the 4" sewer lines in accordance with Humble Drawing No. 10-38-8, Rev. 4, dated 11/12/69, for the lump sum amount of One Thousand Ten and no/100 Dollars (\$1,010.00).

If this revision is to be accepted, please advise as soon as practical and give us your change order adding the above sum to the Contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:mlp

CONTRACT CHANGE ORDER NO. <u>121</u>	
CONTRACT NO. <u>L-00-4521-C</u> DATED: <u>4-2-69</u>	
ADDITION/ (DELETION) \$ <u>1,010.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>11/22/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E.G. WARREN</u>	OWNER: <u>[Signature]</u>

EXX 001621

275190

✓
Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



October 6, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

RE: Design Change No. 8
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We propose to perform the additional work required to install the 440 Volt Electrical Service in accordance with Humble Drawing No. 10-102-28, Rev. 1, dated 9/26/69, per cost breakdown attached, for the lump sum amount of Seven Thousand Two Hundred Ten and no/100 Dollars (\$7,210.00).

If this revision is to be accepted, please advise as soon as practical and give us your change order adding the above sum to the Contract amount.

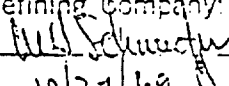
Very truly yours,

BROWN & ROOT, INC.


Tom A. Hunt, Manager
Building Department

TAH:mlp

Attachment

CONTRACT CHANGE ORDER NO. <u>11</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4-2-69</u>
ADDITION/ (DELETION) \$ <u>7,210.00</u>	
Humble Oil & Refining Company:	
APPROVED: 	
DATE: <u>10/21/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E. G. Warren</u>	OWNER: _____

Serving Progress  Years, 1919-1969

EXX 001622

Oct. 11 1969
27-5190

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



September 16, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Design Change No. 7
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We propose to perform the additional work required by revisions shown on the drawings included with Design Change No. 7, dated 9-10-69 for the additional lump sum amount of Three Hundred Twenty and no/100 Dollars (\$320.00).

This work involves the placing of thinwall conduct sleeves, wireway and pipe sleeves through the concrete shear walls, because building design will not allow normal passage of the mechanical and electrical services between the building areas.

Please give us your change order adding the above sum to the contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:sam

CONTRACT CHANGE ORDER NO.	10
CONTRACT NO.	L-00-4521-C
DATED:	4-2-69
ADDITION/ (DELETION) \$	320.00
Humble Oil & Refining Company:	
APPROVED:	<i>W. S. Humphrey</i>
DATE:	9/17/69
EXCERPTS	No
PROJ. ENG.	G. E. Young
OWNER:	

Serving Progress  Years, 1919-1969

EXX 001623

27-5190

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



September 4, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

RE: Design Change No. 4
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We propose to perform the additional work required to install the 12" industrial sewer crossing Humble Street west of Hockley in accordance with Humble Drawing No. 612-140-1544, dated 6/30/69, per cost breakdown attached, for the lump sum amount of Three Thousand Two Hundred Eighty-Nine and no/100 Dollars (\$3,289.00).

If this revision is to be accepted, please advise as soon as practical and give us your change order adding the above sum to the contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:mlp

Attachment

CONTRACT CHANGE ORDER NO.	9
CONTRACT NO.	L-00-4521-C
DATED:	4-2-69
ADDITION/ (DELETION)	\$ 3,289.00
Humble Oil & Refining Company:	
APPROVED:	<i>[Signature]</i>
DATE:	9/10/69
EXCERPTS:	<i>[Signature]</i>
PROJ. ENG:	<i>[Signature]</i>
OWNER:	

Serving Progress  Years, 1919-1969

EXX 001624

27-5190

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

August 11, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A..B. O'Brien

Reference: Design Change No. 5
Contract No. L-00-45214C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We will make the changes in the air conditioning condensing units and evaporator units as outlined in Items 1 and 2 of Design Change No. 5 and DEDUCT from the contract amount the sum of Two Thousand Seven Hundred Twenty-Five and no/100 Dollars (\$2,725.00).

Please give us your change order deducting the above sum from the contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:mlp



CONTRACT CHANGE ORDER NO. <u>8</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4-3-69</u>
DEDUCTION	
AMOUNT <u>\$ 2,725.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>7 Sep 1969</u>	
EXEMPTS <u>No</u>	
PROJECT <u>27-5190</u>	

EXX 001625

27-5190

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BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

August 11, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Design Change No. 6
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We propose to perform the additional work required by revisions shown on the drawings included with Design Change No. 6, dated 8-4-69 for the additional lump sum amount of Five Thousand Four Hundred Five and no/100 Dollars (\$5,405.00).

This work involves the addition of a high pressure condensate disposal system shown as Revision 3, dated 8-1-69 on Drawing 10-32-13; the addition of the pressure reducing valve assembly; and the added 20' outside air stack with 3/8" drilled plate blast baffle, sheetmetal hood, etc., detailed as Revision 1, dated 8-1-69 on Drawing 10-32-14.

Please give us your change order adding the above sum to the contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt, Manager
Building Department

TAH:mlp

CONTRACT CHANGE ORDER NO. <u>7</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4-2-69</u>
ADDITION/ (DELETION) \$ <u>5,405.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>Oliver Platt</u>	
DATE: <u>8-25-69</u>	
EXCERPTS <u>mlc</u>	
PROJ. ENG: <u>E. G. ...</u>	

EXX 001626

27-5190



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

August 11, 1969

Humble Oil & Refining Company
Post Office Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Design Change No. 3
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811
B&R Job No. 27-5190

Gentlemen:

We propose to perform the additional work required by revisions shown on drawings 10-32-13, Revision 2, and 10-33-8, Revision 2 for Design Change No. 3 for the lump sum amount of Two Hundred Fifty-Four and no/100 Dollars (\$254.00).

Please give us your change order adding the above sum to the contract amount.

Very truly yours,

BROWN & ROOT, INC.

Tom A. Hunt, Manager
Building Department

TAH:mlp

CONTRACT CHANGE ORDER NO. <u>6</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4-2-69</u>
ADDITION/ (DELETION) \$ <u>254 00</u>	
Humble Oil & Refining Company	
APPROVED: <u>Oliver Platt</u>	
DATE: <u>8/15/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E.G. WARREN</u>	OWNER: _____

EXX 001627

27-5190

EGW
BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBILT

Contract L -00-4521 -C

8-1-69

Job 27-5190

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. N. C. Foote

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#1	\$554.04		

Total This change \$ 554.04.

Very truly yours,

BROWN & ROOT, INC.

P. M. Weaver
P. M. Weaver

Attachment (1)

CONTRACT CHANGE ORDER NO. <u>5</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED <u>8-2-69</u>
ADDITION/ (DELETION) \$ <u>554.04</u>	
Humble Oil & Refining Company	
APPROVED: <u>Oliver Platt</u>	
DATE: <u>8-7-69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>E. J. H. H. H.</u>	OWNER: _____

27-5190

EXX 001628

OK

✓

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

June 15, 1969

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Contract No. L-00-4521-C
Lubes Control Center Bldg. 811

Gentlemen:

Regarding telephone conversation with Mr. E. G. Warren, we propose to furnish additional labor, form materials, and supervision necessary to do all poured-in-place wall forming at one time in an effort to save approximately twenty-five (25) working days in building construction time, for the additional lump sum amount of Fourteen Thousand Two Hundred Eighty-Eight and no/100 Dollars (\$14,288.00).

Please advise verbally if this addition is going to be accepted, because we need to get form materials ordered and on the job in order to maintain continuity in job progress.

Very truly yours,

Tom A. Hunt (sam)
Tom A. Hunt, Manager
Building Department

TAH:sam

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>L-00-4521-C</u> DATED: <u>4/2/69</u>	
ADDITION/ (DELETION) \$ <u>26,916.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>6/15/69</u>	
EXCERPTS: <u>Yes</u>	
PROJ. ENG. <u>E. H. Warren</u>	OWNER: _____

Attachments Included in Change Order <u>4</u>	
Letter	Amount
<u>5-15-69</u>	<u>8,530.00</u>
<u>6-1-69</u>	<u>4,098.00</u>
<u>6-15-69</u>	<u>14,288.00</u>
Total	<u>26,916.00</u>

14288.00
100.00
275190

EXX 001629



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

June 18, 1969

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Contract NO. L-00-4521-C
Lubes Control Center Bldg. 811

Gentlemen:

We propose to substitute Enjay's Nevamar Starlite ST-6-1 Laminated Floor Tile on the access floor panels in lieu of the vinyl abestos resilient tile specified, for the additional lump sum amount of One Thousand Sixty Four and no/100 Dollars (\$1,064.00).

If this revision is to be accepted, please give us your change order adding the above sum to the Contract amount.

Very truly yours,


Tom A. Hunt, Manager
Building Department

TAH:sam

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4/2/69</u>
ADDITION/ (DELETION) \$ <u>1,064.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>6/23/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>E. J. Warner</u>	OWNER: _____

275190
Mel Hae
Copy

275190

EXX 001630

✓

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Design Change No. 1
Contract No. L-00-4521-C
Lubes Control Center Bldg. 811

May 15, 1969	CONTRACT CHANGE ORDER NO. <u>2</u>
	CONTRACT NO. <u>L-00-4521-C</u> DATED: <u>4/2/69</u>
	ADDITION/ (DELETION) \$ <u>2,996.00</u>
	Humble Oil & Refining Company:
	APPROVED: <u>[Signature]</u>
	DATE: <u>6/16/69</u>
	EXCERPTS <u>Yes</u>
	PROJ. ENG: <u>E. C. [Signature]</u> OWNER: _____

Gentlemen:

We propose to perform the additional work required by revisions shown on the drawings included with Design Change No. 1 dated 4-26-69 for the additional lump sum amount of Two Thousand Nine Hundred Ninety-Six and no/100 Dollars (\$2,996.00).

This work involves additional excavation, concrete, reinforcing and forms for changes in sizes of footing, plinths and beams, increase in anchor bolts, and the deletion of excavation, concrete, reinforcing and forms due to the omission of the retaining walls, for a net total addition of:

94	C. Y.	Excavation
48	C. Y.	Backfill
27	C. Y.	Concrete
4½	Tons	Reinforcing Steel
488	S. F.	Forms
500	Lbs.	Anchor Bolts

Please give us your change order adding the above sum to the contract amount.

Very truly yours,

[Signature]
Tom A. Hunt, Manager
Building Department

TAM:sam

27-5190

EXX 001631

27-5190

✓

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: BL-00-4521 Lubes Control Center Building 811,
Additional Electrical Work.

Gentlemen:

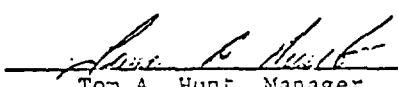
The additional instrumentation and power conduit work for referenced project added by Humble Drawings 10-103-136, 10-103-137 and 10-103-138, transmitted by your letter dated March 26, 1969, will add the following sums to our original proposal of March 21, 1969:

- A. For the instrumentation conduits in ductbanks under the grade beams and into the building, add the sum of ELEVEN THOUSAND FIVE HUNDRED FIFTY-THREE AND NO/100 DOLLARS---- (\$ 11,553.00).
- B. For the 2300-Volt main power conduit and duct bank in front of the building, add the sum of TEN THOUSAND SIX HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$10,689.00).
- C. For all the conduit and ductbank work shown, it would add a total of TWENTY-TWO THOUSAND TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$22,242.00), thereby, making a revised total lump sum bid price for the project in the amount of THREE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS (342,242.00).

Our estimated completion date would not be affected by these revisions.

We are anxious to construct this project for you. Please advise if we are the successful bidder.

Very truly yours,



Tom A. Hunt, Manager
Building Department

TAN:jb

275190

EXX 001632

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>BL-00-4521-C</u>	DATED: <u>4-2-69</u>
March 28, 1969	
ADDITION/ (DELETION) \$ <u>22,242.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>M. A. Hunt</u>	
ABO DATE: <u>4/16/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>E. J. Winters</u>	OWNER: _____

11/11/69
27-5190

27-5190

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: BL-00-4521 Lubes Control Center Building 811,
Additional Electrical Work.

March 28, 1969

CONTRACT CHANGE ORDER NO. 1

CONTRACT NO. L-00-4521 DATED: 4-7-69

ADDITION/ (~~CONTRACT~~) \$ 22,242.00

Humble Oil & Refining Company:

APPROVED: M. C. Hunt

ABO DATE: 4/14/69

EXCERPTS: Yes

PROJ. ENG: E. J. Winters OWNER: _____

Gentlemen:

The additional instrumentation and power conduit work for referenced project added by Humble Drawings 10-103-136, 10-103-137 and 10-103-138, transmitted by your letter dated March 26, 1969, will add the following sums to our original proposal of March 21, 1969:

- A. For the instrumentation conduits in ductbanks under the grade beams and into the building, add the sum of ELEVEN THOUSAND FIVE HUNDRED FIFTY-THREE AND NO/100 DOLLARS---- (\$ 11,553.00).
- B. For the 2300-Volt main power conduit and duct bank in front of the building, add the sum of TEN THOUSAND SIX HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$10,689.00).
- C. For all the conduit and ductbank work shown, it would add a total of TWENTY-TWO THOUSAND TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$22,242.00), thereby, making a revised total lump sum bid price for the project in the amount of THREE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS (342,242.00).

Our estimated completion date would not be affected by these revisions.

We are anxious to construct this project for you. Please advise if we are the successful bidder.

Very truly yours,

Tom A. Hunt
Tom A. Hunt, Manager
Building Department

TAH:jb

EXX 001633

Plack

MEMO

TO: Bob Plack
FROM: O. M. Bakken
SUBJECT: Request for Job Number

Date April 3, 1969

Please assign a job number to cover the following:

Owner: Humble Oil & Refining Co.

Work to be Performed: Construct Lubes Control Center Building #811 at
owner's plant in Baytown, Texas

Approximate Amount: \$ 320,000.00

Our records indicate the next number is 27 - 5190

Project Manager: Tom Hunt
Building Department

O. M. Bakken
O. M. Bakken

Attached: Copy of Contract No. L-00-4521-C,
dated April 2, 1969

EXX 001634

Appropriation 28-9216

Contract No. L-00-4521-C

THIS AGREEMENT, entered into this 2nd day of April,
1969, by and between HUMBLE OIL & REFINING COMPANY,

hereinafter referred to as "Humble," and **BROWN & ROOT, INC.**

27-5190

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with the specifications and exhibits listed below, a copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein being attached hereto and made a part hereof.

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Lubes Control Center Building 811, Humble Oil & Refining Company, Baytown, Texas	February 20, 1969
Exhibit "A"	General Specifications	February 1, 1966
Exhibit "B"	Lubes Control Center Building	February 20, 1969

COMPLETION

Contractor agrees to begin work on or about April 3, 1969, and will make every effort to complete the Contract before February 3, 1970.

Supplement "A" entitled "Fair and Equal Opportunity Clause," is attached and made a part hereof.

2. As consideration for the satisfactory performance and completion of this Contract by Contractor, Humble agrees to pay Contractor the lump sum of THREE HUNDRED TWENTY THOUSAND AND NO/100 (\$320,000.00) DOLLARS.

EXX 001635

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (*including Contractors' Protective Liability when subcontractors are used*), covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$100,000 for each accident, and \$ 100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

- a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

- b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;
- c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and
- d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

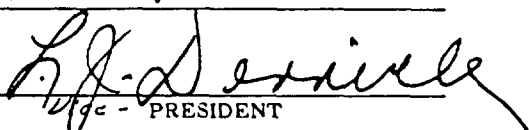
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

SECRETARY

BROWN & ROOT, INC.

By



L. J. DERRICO
PRESIDENT

HUMBLE OIL & REFINING COMPANY

By



MATERIALS MANAGER
BAYTOWN REFINERY

ABJ
ABO:aj
(EGWarron)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF

COUNTY OF TEXAS X

HARRIS X
 Before me, the undersigned authority, on this day personally
 appeared E. J. DERRICK known to me to be the
 person whose name is subscribed to the foregoing instrument as
VICE PRESIDENT of _____,
 and acknowledged to me that he executed the same for the purposes and
 consideration therein expressed, in the capacity stated, and as the act
 and deed of said _____.

Given under my hand and seal of office, this the 2nd
 day of April, A. D., 1969.

 Notary Public in and for

County, _____

Harris

Texas

(SEAL)

THAD W. GINN
 Notary Public in and for Harris County, Texas
 My Commission Expires June 1, 1969

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally
appeared N. C. Foote known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed, in the capacity stated and as the act and deed of
said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 2nd day
of April, A.D., 1967.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

February 1, 1966

EXHIBIT "A"GENERAL SPECIFICATIONS

1. Contractor has inspected the site and fully understands the nature of the work, the conditions governing the work, and all other local requirements affecting the work. No additional compensation will be allowed for work that could be reasonably anticipated from visible conditions.
2. All work shall conform to generally accepted practice and shall be completed in every detail. In the event of doubt as to the meaning and intent of any portion of the Construction Agreement, Humble shall define that which is intended to apply to the work.
3. Contractor shall maintain the construction site in a neat and presentable condition.
4. Upon completion of the work provided for hereunder and before acceptance and final payment, Contractor shall restore, in a manner acceptable to Humble, all property that has been used or damaged during the prosecution of the work; remove from the jobsite all dismantled and surplus materials, debris, and temporary structures resulting from the work; load and stack all dismantled and Humble-owned surplus materials and debris at a site designated by Humble; and shall leave the jobsite in a neat and presentable condition. Contractor shall obtain instructions from the M&C Contact Man for disposal of any left-over materials, including scrap.
5. Prior to departure from jobsite, Contractor shall obtain the M&C Contact Man's concurrence that Contractor has completed satisfactorily all work required by the contract.
6. Upon receipt of material furnished by Humble, Contractor shall accept full responsibility for this material and shall provide suitable protection for this material from deterioration, disappearance and other harm.
7. In the event Humble furnishes critical path schedules or other job plans to Contractor, the Contractor's responsibility for all work covered by said schedules or plans shall be that specified in the contract.
8. Contractor shall provide its own sanitary facilities, properly secluded from observation and maintained by Contractor in a sanitary manner as approved by Humble.
9. Contractor shall provide all temporary buildings necessary for construction purposes.
10. Contractor shall not substitute alternate materials or equipment for those specified without Humble's prior written approval.
11. All costs of welder qualification shall be borne by Contractor unless otherwise specified in the contract of which this Exhibit "A" is made a part.
12. Contractor's work shall be executed so as to cause a minimum of interference with the operation of Humble's equipment.
13. No connection shall be made by Contractor to any of Humble's facilities, such as power lines, pipe lines, sewers, etc., without getting Humble's prior approval of Contractor's connection method, design and time schedule.

EXX 001642

Exhibit "A" (Continued)

-2-

February 1, 1966

4. Signing of this agreement constitutes a waiver by Contractor of any restrictive clauses appearing on drawings, data, or any material submitted by Contractor to Humble under this agreement; such clauses shall not be binding, nor have any effect upon Humble; Contractor hereby authorizes Humble to nullify, obliterate, or otherwise remove any such restrictive clauses.
15. Various industry and/or national codes and standards may be referred to elsewhere in this contract. The requirements contained in any such codes and standards form a part of this contract in the manner and to the extent indicated. Contractor shall obtain copies of the latest edition of such codes and standards and follow them in the execution of the job. "Latest edition" is defined as the latest published edition as of the date of the contract.
16. Contractor's name shall be placed on all motor driven vehicles and other construction equipment such as welding machines, compressors, etc., used by Contractor, unless waived by the M&C Contact Man.
17. Welding machines shall be furnished with a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher attached directly to the machine.
18. Contractor shall work from 7:30 A.M. to 4:00 P.M., Monday through Friday, unless otherwise specified in the contract of which this is made a part, or unless otherwise approved by the M&C Contact Man.
19. The holidays listed below shall be observed at the Baytown Plants. Contractor shall not work on these days unless otherwise specified in the contract of which this Exhibit "A" is made a part, or unless otherwise approved by the M&C Contact Man.
 - (1) New Year's Day
 - (2) Good Friday
 - (3) Memorial Day
 - (4) July Fourth
 - (5) Labor Day
 - (6) Thanksgiving Day
 - (7) Christmas Day
 - (8) The day after Thanksgiving, except when Christmas falls on Tuesday or Thursday, in which event the holiday shall be observed on the preceding Monday or the succeeding Friday, respectively.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively.

EXX 001643

Supplement "A"

Fair and Equal Opportunity Clause

Humble/~~EXX~~ is an Equal Opportunity Employer. This is a subcontract under or a contract for supplies or services required in the performance of Government contracts. It is agreed as a condition of the agreement that:

- (a) this is a subcontract subject to the rules and regulations approved by the Secretary of Labor under Executive Order 11246 as amended;
- (b) a copy of the Equal Employment Opportunity Provision of Section 202 of Executive Order 11246 is physically attached and made a part hereof. Contractor shall sign and return this provision to P. O. Box 4019, Baytown, Texas 77520, attention A. B. O'Brien;
- (c) by accepting this agreement, Contractor agrees to be bound thereby; and
- (d) Contractor's Certification of Nonsegregated Facilities is:

☒ (1) physically attached hereto. Contractor shall sign and return this Certification to P. O. Box 4019, Baytown, Texas 77520, attention _____.

☒ (2) contained in Humble files.

EXX 001644

Equal Employment Opportunity Provision

During the performance of this contract, the contractor (vendor) agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

EXX 001645

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor acknowledges that he may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty, (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Contractor further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply the buyer with a copy of such program if so requested.

Dated April 2, 1969

Humble Oil & Refining Company
Enjay Chemical Company

By M C Heete

Title Materials Manager

BROWN & ROOT, INC.

(Contractor)
By L. J. Derricks
L. J. DERRICKS
Title VICE PRESIDENT

EXX 001646

SAFETY, PLANT PROTECTION, AND TRAFFIC REGULATIONS

Contractor shall remain an independent Contractor in the performance of the work as called for in the contract and shall observe the Safety, Plant Protection, and Traffic Regulations so as to achieve the results called for therein without persons or property being subjected to unnecessary risks. Contractor shall ensure that all of its employees and employees of its subcontractors working hereunder are informed of the contents of these Regulations.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 2

DEFINITIONS

As used herein, the following definitions are applicable:

1. Owner Since Enjay, Humble, and ER&E all have facilities located within the Baytown Refinery complex, these three parties have agreed upon these common safety, plant protection, and traffic regulations to be applicable on each corporation's property within said complex. Therefore, for purposes of these Regulations, 'Owner' shall mean Enjay, Humble, or ER&E as applicable.
2. Contact Man The Owner's representative assigned to the project by the Mechanical Division of Enjay Chemical Company (CPMD), the Maintenance & Construction Division of Humble Oil & Refining Company, the Maintenance and Construction Foreman of ER&E, or the individual designated by the Technical Division involved on contracts for engineering services. The Contact Man, on proper request, will arrange for all permits required hereunder and will be the normal contact between the Contractor and all of Owner's personnel.
3. Basic Equipment Owner The Enjay Chemical Company, Esso Research and Engineering Company, or Humble Oil & Refining Company representative primarily responsible for the safety of Enjay, ER&E, and Humble personnel and equipment in the area in which the work is to be performed.
4. Plant Enjay Chemical Company's, Esso Research and Engineering Company's, or Humble Oil & Refining Company's Baytown, Texas, facilities or any combination of such facilities on which work is to be performed.
5. Contractor Designates 'Contractor,' 'Contractor's Sub-Contractors,' and all employees of each.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 3

SAFETY REGULATIONS

1. AUTHORIZATION TO START WORK

Contractor shall not start work until authorized by the Contact Man at the job site. Such authorization does not constitute authority to proceed with any work involving special permits as outlined below. Contractor shall notify the Contact Man before Sub-Contractors begin work.

2. SMOKING

Smoking within the Plant is prohibited, except at locations and times approved by Owner, and Contact Man will obtain the required permission.

3. MATCHES

The use of matches, other than safety matches, or the transportation of them into the Plant is prohibited.

4. HOT WORK

Contractors shall not use open fires or spark-producing equipment or do any 'hot work' without a written permit on Form 541-0623 (shown on page 12 hereof) properly filled out and signed by (1) the Basic Equipment Owner in the space marked 'Operating Head,' (2) Owner's Gas Tester in the space marked 'Inspector' and (3) by the Contractor's authorized representative in the space marked 'Foreman Doing Work.' Such permits are valid for only the time and date specified on the face of such permit. Owner will assign areas in which Contractor may do 'hot work' on a job duration basis and will give short-time permits in other locations when considered safe. Contractors shall stop any 'hot work' upon request of any employee of Owner and shall not resume such work until authorized by the Contact Man. Job duration 'hot work' permits will be issued in the form of a letter from the Basic Equipment Owner to Contractor, receipt of which shall be acknowledged. Contractor shall watch for conditions that make the use of 'hot work' unsafe, and immediately upon observing such conditions, Contractor shall cease such 'hot work' and report the condition to the Contact Man. 'Hot work' is defined as any work requiring the use of burning or welding equipment, brazing equipment, explosives, open fires, portable grinders or saws, internal combustion engines, soldering irons, non-explosion proof motors, non-explosion proof flood or string lights, sandblasting or any other flame or spark-producing equipment.

5. TYING INTO EXISTING PIPE LINES OR EQUIPMENT

Contractor shall not open or tie its work into Owner's existing pipe lines or equipment without a written permit on Form 541-1212 (shown on page 12 hereof), 'Permit to Open or Blank,' properly signed by Basic Equipment Owner in the space marked 'Operating Man.' After a tie-in has been made to Owner's existing lines or equipment, the whole piping or equipment system involved shall be considered the same as Owner's existing lines and equipment and written approval on Form 541-1212, mentioned above, must be obtained from Owner before additional work can be done on any of these lines or equipment, unless a blind, approved by the Contact Man, has been installed separating the lines and equipment being worked on from the remainder of the system.

6. TYING INTO EXISTING SEWERS

Contractor shall not open or tie into or work on Owner's sewer system without a written

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 4

permit on Form 541-1212 (shown on page 12 hereof), 'Permit to Open or Blank,' properly signed by the Basic Equipment Owner in the space marked 'Operating Man.' After sewers constructed by Contractor have been tied into Owner's sewer system, any 'hot work' permit then in effect shall terminate and Contractor shall not perform any 'hot work' in the area until a new 'hot work' permit has been obtained.

7. WORK ON, ADJACENT TO OR TYING INTO EXISTING ELECTRICAL POWER CIRCUITS AND WORK ON ELECTRICALLY OPERATED EQUIPMENT

Under no circumstances shall Contractor work on, adjacent to or connect into Owner's electrical system or work on Owner's electrically operated equipment without securing prior written permission from Owner in accordance with Owner's 'Electrical Tagout Procedures,' dated June 1, 1966.

8. ENTERING 'CLASS A' CLOSED CONTAINERS

Contractor shall not enter any 'Class A' Closed Container, as defined below, without a written permit on Form 541-0751 (shown on page 12 hereof), 'Report of Gas Analysis' and 'Permit to Enter,' properly signed by (1) Owner's Gas Tester, (2) the Basic Equipment Owner in the space marked 'Operating Head' and (3) Contractor's authorized representative in the space marked 'Foreman Doing Work.' Such permit is valid for only the time and date shown on the face of such permit. 'Class A' Closed Container is defined as any closed container in custody and control of Owner which has been in operation. This also includes furnaces, excavations, open top containers and sewers in care, custody and control of Owner where the head of a man working therein is below the top of the vessel, excavation or sewer.

9. WORK INVOLVING THE USE OF IONIZING RADIATION

Contractor shall not perform any work involving the use of ionizing radiation without written notification in duplicate to the Owner. Such notification shall include the job reference, state time of entry, the type of ionizing radiation equipment and the strength of the ionizing source. Contractor shall comply with 'Texas Regulations for Control of Radiation,' effective March 1, 1963, amended June 14, 1965, Texas State Department of Health, Division of Occupational Health and Radiation Control, Austin, Texas, together with all future amendments, additions and revisions to said regulations and standards. Owner reserves the right to conduct independent and unannounced radiation surveys of contractor's equipment and its uses on Owner's premises.

10. HOUSEKEEPING

At all times the job site shall be kept clean and free from debris, trash, and rubbish. Contractor shall store all materials in a neat and orderly fashion and shall not store materials within four feet of any fence or along railroad tracks within a distance of seven feet two inches horizontally from the inside edge or twenty-three feet vertically above the top of any rail and shall not construct temporary or permanent structures within this minimum clearance. Dismantled or surplus materials, trash, and debris (including earth, clay, lumber, concrete, metal, insulation, paper, etc.) that falls from Contractor's vehicles shall be cleaned up by Contractor.

11. REPAIRS OR CHANGES

After care, custody and control of the facility constructed by Contractor passes to Owner, no repair or changes shall be made by the Contractor without written approval of Owner.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 5

12. USE OF LINES OR CONDUITS AS SUPPORTS

Contractor shall not use Owner's pipe lines or electrical conduits as supports for loads or for ladders or for scaffolds without authorization from the Contact Man.

13. USE OF STANCHIONS OR EQUIPMENT FOR ANCHORS

Contractor shall not use Owner's pipe stanchions or other equipment for attaching snatch blocks, guy lines, or for other services which apply loads on the equipment without written approval of the Contact Man.

14. GUY LINES

When it is necessary for Contractor to install guy lines across Owner's electric lines, Contractor shall construct timber guards, of a type approved by Owner, to prevent guy lines from coming in contact with the electric lines. No guy lines shall be detached nor buried guy line anchors disturbed without prior approval of the Contact Man.

15. WORKING IN THE VICINITY OF ELECTRIC LINES

When it is necessary for a Contractor to operate cranes or derricks in the vicinity of electric lines or to perform any other work so near to such lines that persons or property may be endangered, Contractor shall consult the Contact Man and determine whether the electric lines can be de-energized. If the lines cannot be de-energized, Contractor shall install suitable guards to prevent its equipment from coming in contact with the electric wires or cable. Such guards shall be of a type approved by the Contact Man. Contractor shall not proceed with any of such work until such electric lines have been de-energized or until such guards have been installed.

16. EXCAVATIONS

All excavations made by the Contractor, except those specifically excluded by the Contact Man, shall be fenced-in or boarded over so as to prevent personnel from slipping or falling into them when moving about the area.

17. MOVING SUSPENDED LOADS

Contractor shall not move loads suspended from mobile equipment on Owner's streets without load being secured to prevent swinging. All chains, cables, ropes, etc., suspended from mobile equipment shall be properly fastened.

18. DAMAGE TO OWNER'S PROPERTY

If Contractor damages any of Owner's property, it shall immediately report such damage to the Contact Man.

19. WARNING AND CAUTION SIGNS

Contractors shall obey all safety warning signs posted by Owner.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 6

20. ENTERING OPERATING UNIT

Contractor shall not enter any operating unit or area with motorized equipment without permission of the Contact Man. Vehicles entering these areas may be required to have spark-proof mufflers or their equivalent.

21. OPERATING OWNER'S EQUIPMENT

Contractor shall not operate any of Owner's equipment, such as electric power switches, valves, etc., without prior specific approval of the Contact Man.

22. USE OF SPECIAL VEHICLES

No vehicle or piece of equipment having metallic lugged wheels or tracks shall be operated on any hard surface street without adequate protection to the street. No tracked equipment having flat pavement treads shall be operated on a paved street without approval of the Contact Man.

23. WELDING MACHINES

Welding machines shall have a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher in proper working condition attached directly to the machine.

24. COMPRESSED GAS CYLINDERS

Cylinders containing gasses shall not be stored under pipe or power lines. Such bottles shall be properly secured in an upright position when in storage and in use.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 7

PLANT PROTECTION REGULATIONS

1. PARKING LOCATIONS

Parking locations will be designated for each Contractor by Owner. If Contractor desires to park on Owner's property, all parking will be in the lot, or area designated. Posted regulations governing the use of the lot shall be followed. All vehicles on Owner's property will be at the risk of the vehicle owner and Owner accepts no responsibility for paint or other damage to or theft of or from such vehicles.

2. ENTRANCE GATE

Owner will designate a gate or gates for the use of Contractor and for the delivery of its material and supplies. Contractor and vehicles serving the Contractor shall use only the designated gate for entrance and exit to and from the Contractor's job site. Contractor will make arrangements so that vehicle drivers will know which refinery gate to enter and the appropriate job site location.

3. WALKS AND ROADWAYS

Walks and roadways will be as designated for the use of Contractor when entering or leaving the job site, or when moving from one area to another, or when obtaining material from Owner. Contractor shall use only such designated roadways and walks. The use of short cuts or non-designated pathways is prohibited.

4. CONTRACTOR BADGES AND CONTRACTOR PASSES

Contractor's employees shall wear that Contractor's badge at all times they are in the Plant. Employees engaged by the Technical Divisions for engineering services will not be required to wear badges. Such badges shall bear the firm's name and each badge shall be numbered with a different number. Contractor shall supply these badges. A Contractor pass, bearing the same number as the badge, shall also be issued to each of Contractor's employees. The Contact Man will issue these passes to Contractor, who, in turn shall issue them to employees. These badges and Contractor passes must be shown to the gate guard each time any employee of Contractor enters or leaves the Plant. Contractor shall return to the Contact Man all passes upon completion of the job. When Sub-Contractors to the prime Contractor do not have their own badges, they may use the prime Contractor's badges.

5. USE OF SUB-CONTRACTORS

The Contractor shall advise the appropriate Purchasing organization or the appropriate Technical Division in writing prior to starting work as to the Sub-Contractors proposed for use.

6. CAR PASSES

Owner will issue car passes to Contractor's personnel who require using a car in connection with the work. Requests for such passes shall be made to the Contact Man.

Contractor's vehicles, which bear the Contractor's name or insignia prominently displayed, will not require a car pass, providing the driver has a badge and Contractor's pass. Such vehicles shall be restricted to the use of designated street or streets and Plant entrance

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 8

or entrances assigned for use of Contractor. All equipment on rubber tires, such as mobile cranes, back hoes, air compressors, welding machines, etc., must have Contractor's name prominently displayed when being used by Contractor.

7. MATERIAL PASSES

All tools and materials, other than trash, that the Contractor removes from the Plant must be accompanied by a material pass obtained from the Contact Man. The material pass must be completely filled out and must be signed by a designated official of Contractor and the Contact Man. The Contact Man retains one copy, and the original and one copy must accompany the material to the gate. Both copies are to be surrendered to the gate guard.

8. THEFTS

Owner accepts no responsibility or liability for the theft of any property or material belonging to Contractor or its employees. It shall be the responsibility of Contractor to furnish any police protection it deems necessary to supplement the guard and patrol service provided by Owner. Owner maintains an investigative service and will cooperate with Contractor by assisting in the investigation of all reported thefts within the Plant. Thefts of property or automobiles from Owner's outside parking lots should be reported to local law enforcement officials. Contractor may obtain forms for reporting thefts from within the Plant from the Contact Man.

9. GAMBLING

All forms of gambling are prohibited on Owner's property.

10. BUSINESS VISITORS, APPLICANTS, AND DELIVERY TRUCKS

Contractor shall furnish the Plant Protection Department with a list of persons who are authorized to pass business visitors, job applicants, new employees and delivery trucks to the job site. The Plant Protection Department will obtain authorization from one of these people before passing such individuals into the Plant.

11. AMBULANCE SERVICE

Contractor, when working in Plant, shall make any arrangements Contractor deems necessary for ambulance service from an outside firm. Requests for an ambulance shall be called in to Owner's telephone extension number 600. Accident location, ambulance firm and hospital desired, and Contractor's name shall be given. The Plant Protection Department will escort the ambulance to the scene of the accident. All accidents shall be reported to the Contact Man as soon as possible, whether resulting in injury to person or equipment of Owner or Contractor.

12. INSPECTION OF LUNCH BOXES, PACKAGES, MOTOR VEHICLES, ETC.

Guards have the right to inspect lunch containers, packages, bundles, tools, equipment and motor vehicles in the Plant at any time.

13. CAMERAS AND PHOTOGRAPHS

Unauthorized individuals will not be permitted to enter the Plant with a camera. When Contractor desires to have photographs taken in the Plant, the Contact Man will obtain the necessary authorization.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS.....9

14. LIQUOR AND DRUNKS

Any person possessing intoxicating liquors or who is under the influence of such will not be permitted to enter the Plant or loiter on Company property.

15. VISITING AND LOITERING

Visiting and loitering by Contractor's employees at or around entrance gates or other places on Owner's property will not be permitted.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 10

TRAFFIC REGULATIONS

1. EQUIPMENT REQUIRED ON MOTOR VEHICLES

All motor vehicles entering the Plant shall have a horn and a muffler and be in safe operating condition. Motor vehicles, operating at night, shall have two headlights and at least one visible red tail light in good condition. Vehicles having dual wheels shall be equipped with suitable flaps on each dual wheel so that objects will not be ejected past the flaps, to the rear, when the vehicle is in motion.

2. DRIVER LICENSE

Motor vehicle drivers shall be qualified in accordance with drivers license regulations of the State of Texas.

3. WARNING FLAGS

Red flags shall be used on any load that extends beyond the front, side, or rear of any vehicle.

4. TRAFFIC SIGNS

All traffic signs and signals, whether fixed or portable, shall be obeyed, and drivers must cooperate with Owner's guards and others appointed to direct traffic.

5. SPEED LIMIT

All vehicles shall be operated within the Plant's speed limits, which is thirty miles per hour unless otherwise posted.

6. DRIVING AND PARKING

Vehicles shall be driven on the right side of the street and parked on the right side of the street except when parking in designated parking areas, or when directed otherwise by traffic signs or during emergencies. Vehicles shall not be parked on streets or roadways in such a manner as to slow down, hinder, or interfere with the free flow of traffic. Vehicles shall not be parked so as to block or interfere with the use of fire hydrants or fire equipment.

7. RIGHT-OF-WAY

The order of right-of-way in the Plant is as follows: First, ambulance; second, fire-fighting equipment; third, pedestrians; fourth, bicycle riders; and fifth, motor vehicles. Vehicles shall be pulled to one side and shall be brought to a complete stop when approached from either direction by an ambulance or fire equipment. Ordinary driving courtesy shall be practised by all drivers of motor vehicles.

8. PASSENGERS

- a. Passengers shall be limited to a reasonable number determined by Owner and vehicle shall not be over-crowded.

SAFETY, PLANT PROTECTION & TRAFFIC REGULATIONS..... 11

b. Drivers of motor vehicles shall not permit passengers to ride on fenders, running boards, tops or bumpers of motor vehicles. Passengers shall keep all parts of their bodies inside the cab or body of vehicles.

c. Passengers shall not get on or off a vehicle while it is in motion.

9. VEHICLES PROHIBITED

Motor bicycles or motorcycles are not permitted inside the Plants.

10. WINDSHIELD OR WINDOW OBSTRUCTION

Vehicles having non-transparent materials which interfere with clear visibility through any side window or windshield, shall not be operated in the Plant. All vehicles shall be equipped with adequate rear view devices.

11. 'CLOSED TO ALL TRAFFIC' SIGNS

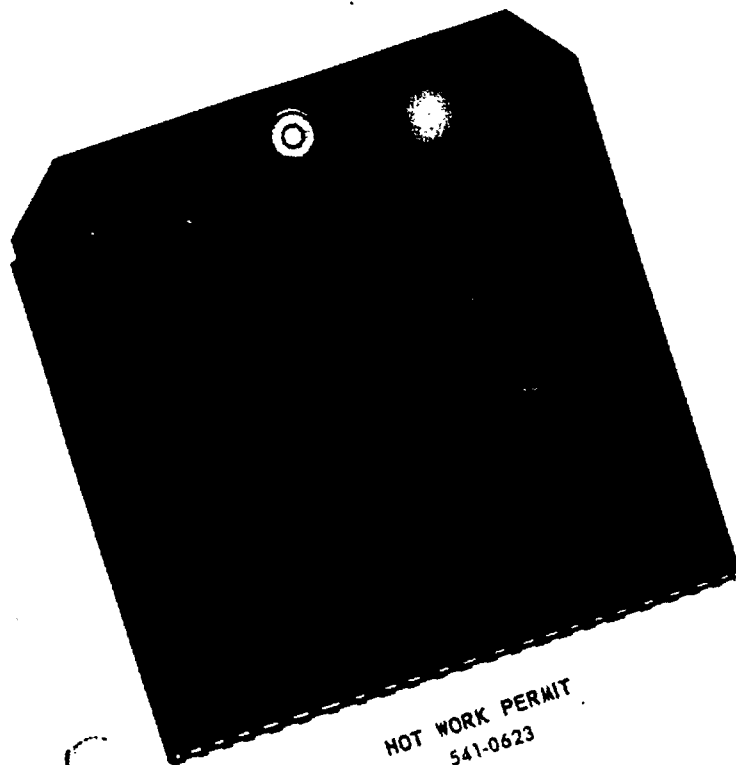
Areas blocked by traffic barriers are closed to all traffic.

12. OBSTRUCTING STREETS OR ROADS

Contractor shall not block roads or streets without permission from the Contact Man. When Contractor's work obstructs a road or street, Contractor shall provide approved lights, barriers, warning devices or signal men.

PERMIT FORMS

541-0074-1



HOT WORK PERMIT
541-0623

541-0751

HUMBLE OIL & REFINING COMPANY

REPORT OF GAS ANALYSIS

LOCATION _____
VESSEL _____
DATE _____ TIME _____ A.M., P.M.
COMBUSTIBLE GAS _____ HYDROGEN SULFIDE _____
TEST MADE BY _____ INSTRUMENT NO. _____

FOREMAN DOING WORK

PERMIT TO ENTER
I HAVE CHECKED THIS EQUIPMENT AND CONSIDER IT
SAFE FOR MEN TO ENTER. A STANDBY IS NOT REQUIRED.

THIS PERMIT EXPIRES: DATE _____ TIME _____ A.M., P.M.
OPERATING HEAD _____

FOREMAN DOING WORK
THIS TAG IS TO BE DISPLAYED IN A PROMINENT
PLACE ON EQUIPMENT ENTERED
(OVER)

REPORT OF GAS ANALYSIS
541-0751

THIS TAG MUST BE
APPLIED AT THE WORK
HUMBLE OIL & REFINING CO.

PERMIT TO OPEN AND/OR BLANK

"CLASS A" CLOSED CONTAINERS, LINES, EXCHANGERS, PUMPS, COMPRESSORS

DATE _____ TIME _____ A.M., P.M.
UNIT OR OPERATING AREA _____
NAME OR NUMBER OF EQUIPMENT _____

I HAVE CHECKED THIS EQUIPMENT AND CONSIDER IT SAFE
TO BE OPENED AND/OR BLANKED.

_____ OPERATING MAN _____ SHIFT
_____ OPERATING MAN _____ SHIFT

THIS PERMIT BECOMES VOID AT THE END OF THE SHIFT OF THE
CRAFTSMAN DOING THE WORK, OR AT THE OPTION OF THE OPERAT-
ING MAN OR THE CRAFTSMAN DOING THE WORK.

PERMIT TO OPEN AND/OR BLANK
541-1212

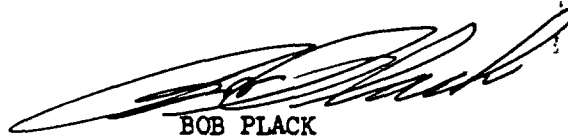
EXX 001658

OFFICE MEMO
BROWN & ROOT, INC.

APRIL 9, 1969

TO THOSE CONCERNED:

JOB NO. 27-5190 IS ASSIGNED TO COVER THE CONSTRUCTION OF LUBES
CONTROL CENTER BUILDING # 811 FOR HUMBLE OIL & REFINING COMPANY
AT BAYTOWN, TEXAS.



BOB PLACK

BP/jj

JOB TITLE: HUMBLE OIL & REFINING COMPANY - CONSTRUCTION OF LUBES
CONTROL CENTER BUILDING # 811 AT BAYTOWN, TEXAS.

(WORK TO BE PERFORMED BY THE M. L. WOODFIN DEPARTMENT)

EXX 001659

25-523
Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



July 23, 1969

Contract D -00-4594-C

27-5232
Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'BRIEN

Gentlemen:

We will perform the additional work described by Design Change # 3
for a lump sum price of \$ 4,380.00. This additional
work will necessitate No days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham
E. M. EASTHAM

LABOR: \$ 1,362.00

MATERIAL: 1,097.00

SUB: 630.00

EQUIP: 40.00

MARKUP \$ 3,129.00

1,251.00

\$ 4,380.00

CONTRACT CHANGE ORDER NO. 3

CONTRACT NO. D-00-4594-C DATED: 5/21/69

ADDITION/ (DELETION) \$ 4,380.00

Humble Oil & Refining Company

APPROVED: *Chas. Platt*

DATE: 7-27-69

EXCISE: 13,120.00

PROJ. ENG. *M. J. Lamm*

BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWN & ROOT

JULY 8, 1969

Contract G -00-4538 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. MASON

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 3	\$ 413.77		

Total This change \$ 413.77.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. STEPHENS

Attachment
RWS:nb

CONTRACT CHANGE ORDER NO.	<u>3</u>
CONTRACT NO.	<u>G-00-4538-C</u> DATED: <u>3-27-69</u>
ADDITION/ (DELETION) \$	<u>413.77</u>
Humble Oil & Refining Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>7/21/69</u>
EXCERPTS	<u>—</u>
PROJ. ENG:	<u>George Wilson</u> OWNER: <u>—</u>

EXX 007295

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

JULY 8, 1969

Contract # -00-4484 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. MASON

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 6	\$ 13,570.00		

Total This change \$ 13,570.00.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. STEPHENS

Attachment
RWS: nb

CONTRACT CHANGE ORDER NO.	<u>4</u>
CONTRACT NO.	<u>G-00-4484</u> DATED: <u>1-15-69</u>
ADDITION/ (DELETION)	\$ <u>13,570.00</u>
Humble Oil & Refining Company	
APPROVED:	<i>[Signature]</i>
DATE:	<u>7/21/69</u>
EXCERPTS	<u> </u>
PROJ. ENG. <u>C. V. McKinn</u>	OWNER: <u> </u>

EXX 007296

70 *RP* *DCS*
BROWN & ROOT, INC. Engineers Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

JULY 8, 1969

Contract G -00-4583 -C

225252
7/12/69
[Signature]
Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. MASON

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 779.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R.W. Stephens

R. W. STEPHENS

RWS: sb

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>G-00-4583-C</u>	DATED: <u>5-22-69</u>
ADDITION/ (DELETION) \$ <u>779.00</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	
DATE: <u>7/18/69</u>	
EXCERPTS <u>—</u>	
PROJ. ENG: <u>R.G. Mitchell</u>	OWNER: <u>—</u>

EXX 007297

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNROOT

JULY 8, 1969

Contract T -00-4531 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'BRIEN

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 15	\$ 83.19		
# 23	135.30		

Total This change \$ 218.49

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. STEPHENS

RWS:nb
Attachment

CONTRACT CHANGE ORDER NO. <u>6</u>	
CONTRACT NO. <u>T-00-4531-C</u>	DATED <u>3/27/69</u>
ADDITION/ (DELETION) \$ <u>218.49</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>7/15/69</u>	
EXCERPTS No. <u>---</u>	
PROJ. ENG. <u>T.M. Walker</u>	OWNER: <u>---</u>

EXX 007298

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

JULY 8, 1969

Contract B -00-7606 -C

27-523-2
1) [Signature]
2) [Signature]
3) [Signature]
Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'BRIEN

Gentlemen:

We will perform the additional work described by Design Change # 3
for a lump sum price of \$ 740.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens
R. W. STEPHENS

RWS: nb

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>B-00-7606-C</u>	DATED: <u>5/29/69</u>
ADDITION/ (DELETION) \$ <u>740.00</u>	
Bay Chemical Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>7/14/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>[Signature]</u>	OWNER: _____

EXX 007299

ROUTING SLIP

7-18 1969

	FROM	TO	FROM
W. F. Anderson		David L. Miller	
Harry G. Austin		L. E. Minor	
E. H. Blaschke		T. K. Montgomery	
L. T. Bolin		J. G. Munisteri	
George R. Brown		R. E. Nebel	
Wm. A. Brown		Foster Parker	
Carl Burkhardt, Jr.		Howard Payne	
T. E. Chadwick		✓ R. E. Plack	
J. B. Davenport		Ben H. Powell, Jr.	
E. M. Day		E. L. Powell	
L. J. Derrick		C. E. Pratt	
G. A. Dobelman		C. A. Rawson	
L. C. Estes		George Rayburn, Jr.	
Drew M. Farmer		E. D. (Ed) Redding	
M. M. Fitch		Gerald M. Smith	
I. W. G. Freeman		Glenn Smith	
B. L. Frennesson		W. Nolan Stewart	
Herbert J. Frensley		J. A. Terry	
Charles R. Gartrell		Gordon Thomson	
Hugh W. Gordon, Jr.		R. A. Turrentine	
H. T. (Hal) Hazelrigg		Delbert R. Ward	
W. E. Heffler		D. E. Warfield	
H. N. Hockensmith		J. A. Winner	
Harry Jacobson		M. L. Woodfin	
C. D. Jessup, Jr.		J. L. Worthington	
H. A. Lindsay		J. C. D	✓
R. I. Loban			
C. T. Martin			
Albert Maverick			

- | | |
|--|--|
| ☐ For you to handle | ☐ For your approval |
| ☐ For your signature | ☐ Read and file |
| ☐ Sent in error | ☐ Advise what to do |
| ☐ Make corrections | ☐ Confidential |
| ☐ Investigate and report to me | ☐ Take up with |
| ☐ Returned as requested | ☐ For your comments |
| ☐ For your information, please return | |
| ☐ See me personally before replying | |

Remarks: 27-5232 CONTRACT
File

FORM M-13 20M 8-68

EXX 007300

27-5232
1
1969

BROWN & ROOT, INC. *Engineers Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

JULY 3, 1969

Contract B -00-7606 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change #2 REV.#1 for a lump sum price of \$ 247.24. This additional work will necessitate 0 days extension to the original contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

REVISION DUE TO MIS-INTERPERTATION OF INSULATION SPECIFICATIONS.

RWS:nb

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>00-7606</u>	DATED: <u>5/29/69</u>
ADDITION/ (DELETION) \$ <u>247.24</u>	
Enjay Chemical Company	
APPROVED: <u>[Signature]</u>	
DATE: <u>7/8/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>J. A. Farley</u>	OWNER: _____

EXX 007301

BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

JULY 3, 1969

Contract D -00- 4594 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 1,951.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

LABOR	\$	790.00
MATERIAL		580.00
EQUIP.		60.00
TOTAL	\$	1,430.00
- MARK-UP		521.00
TOTAL	\$	1,951.00

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens
R. W. STEPHENS

RWS:nb

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>D-00-4594C</u>	DATED: <u>5/21/69</u>
ADDITION / (DELETION) \$ <u>1,951.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>AKC Hoots</u>	
DATE: <u>7/17/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>M. J. Gorman</u>	OWNER: _____

EXX 007302

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

June 25, 1969

Contract P -00-7614 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. D. C. Seamens

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 397.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

RWS:nb

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>P-00-7614-C</u> DATED: <u>6-9-69</u>
ADDITION/ (DELETION) \$	<u>397.00</u>
Enjay Chemical Company:	
APPROVED:	<u><i>[Signature]</i></u>
DATE:	<u>7/10/69</u>
EXCERPTS	<u> </u>
PROJ. ENG.	<u><i>[Signature]</i></u> OWNER: <u> </u>

EXX 007303

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

JULY 3, 1969

Contract D -004594 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 2,896.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

LABOR \$ 1,204.00
MATERIAL 605.00
EQUIPT. 106.00
SUB. 240.00
TOTAL \$ 2,155.00
MARKUP 741.00
\$ 2,896.00

R. W. Stephens
R. W. Stephens

RWS: nb

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>D-00-4594-C</u>	DATED: <u>5/21/69</u>
ADDITION/ (DELETION) \$ <u>2,896.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>7/11/69</u>	
EXCERPTS <u>[Signature]</u>	
PROJ. ENG. <u>M. J. Laven</u>	OWNER: _____

EXX 007304

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

June 30, 1969

Contract G -00-4538 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 1	\$ 615.95		
# 2	161.63		
# 3-4	2,061.51		

Total This change \$ 2,839.09.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

Attachment
RWS:nb

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>G-00-4538-C</u>	DATED: <u>3-27-69</u>
ADDITION/ (DELETION) \$ <u>2,839.09</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>7/2/69</u>	
EXCERPTS <u> </u>	
PROJ. ENG: <u>[Signature]</u>	OWNER: <u> </u>

EXX 007323

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON TEXAS 77001 · CABLE ADDRESS: BROWNBLT

June 30, 1969

Contract C -00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. MASON

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 92	\$ 49.64		

Total This change \$ 49.64.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

Attachment
RWS:nb

CONTRACT CHANGE ORDER NO.	<u>29</u>
CONTRACT NO.	<u>C-00-4279-C</u>
DATED:	<u>6-27-68</u>
ADDITION/ (DELETION) \$	<u>49.64</u>
Humble Oil & Refining Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>7/2/69</u>
EXCERPTS	
COJ. ENG:	<u>EPW</u>
OWNER:	

EXX 007324

✓
BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

June 27, 1969

Contract K -00-7623 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. D. C. Seamans

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 4,607.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

LABOR	\$ 1,884.00
MATERIAL	935.00
EQUIPMENT	361.00
SUB	<u>70.00</u>
TOTAL	\$ 3,250.00

OVERHEAD	
INSURANCE	
TAXES	
BENEFITS	\$ 1,072.00
MARK - UP	<u>285.00</u>
TOTAL	\$ 4,607.00

R. W. Stephens
R. W. Stephens

RWS:nb

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>K-00-7623-C</u> DATED: <u>5-23-69</u>
ADDITION/ (DELETION) \$	<u>4607.00</u>
Enjay Chemical Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>7/2/69</u>
EXCERPTS	<u>---</u>
PROJ. ENGINEER	<u>[Signature]</u> OWNER: <u>---</u>

EXX 007325

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

June 30, 1969

Contract T -00-4531 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 14	\$ 273.43		
# 22	629.72		

Total This change \$ 903.15.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

Attachment
RWS:nb

CONTRACT CHANGE ORDER NO. <u>5</u>	
CONTRACT NO. <u>T-00-4531-C</u>	DATED: <u>3/27/69</u>
ADDITION/ (DELETION) \$ <u>903.15</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE <u>7-12-69</u>	
EXCEPTS <u>No</u>	
ENCL. ENCL. <u>J.M. Vachon</u>	

EXX 007326

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

June 26, 1969

Contract No. G-00-4386-C

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We have received a letter from our insulation sub-contractor (Triple B Corporation) explaining additional costs to them on subject job, due to a change in the tank roof condition during floatation. This has been discussed with Mr. E. B. Williams.

A copy of the letter is attached, and we are asking that you consider this as a change in the scope of work. If it meets with your approval, please issue a change order in the following amount:

MATERIAL	\$ 2,331.00
LABOR	300.00
TAX	93.24
	\$ 2,724.24
5% MARKUP	136.21
TOTAL	\$ 2,860.45

Thank you for your usual attention, we remain,

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME:nb
Enc

CONTRACT CHANGE ORDER NO. <u>7</u>	
CONTRACT NO. <u>G-00-4386-C</u>	DATED: <u>10/21/68</u>
ADDITION/ (DE LE SE IN) \$ <u>2,860.45</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>6/26/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>E. B. Williams</u>	OWNER: _____

EXX 007336

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

June 23, 1969

Contract T -00-4531 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 671.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>T-00-4531-C</u>	DATED: <u>3/27/69</u>
ADDITION / (DELETION) \$ <u>671.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>M. H. Hock</u>	
DATE: <u>6/27/69</u>	
EXCEPTS <u>No</u>	
PROJ. ENG: <u>T. M. Vanden</u>	OWNER: _____

EXX 007337

10W
27-5232
1-1

BROWN & ROOT, INC. *Engineers Constructors*

POST OFFICE BOX 3, HOUSTON TEXAS 77001 - CABLE ADDRESS: BROWNBLT

June 25, 1969

Contract G-00-4538 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$3,517.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

LABOR	\$ 975.00
MATERIAL	596.00
SUB	650.00
EQUIPMENT	302.00
	<u>2,523.00</u>

OVERHEAD	
INSURANCE	
TAXES	
BENEFITS	782.00
MARK-UP	212.00
	<u>3,517.00</u>

Yours very truly,

BROWN & ROOT, INC.

R.W. Stephens

RWS:nb

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>G-00-4538-C</u>
DATED:	<u>7/16/69</u>
ADDITION/ DELETION	\$ <u>3,517.00</u>
Humble Oil & Refining Company:	
APPROVED:	<u>MC Irate</u>
DATE:	<u>6/26/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>RJ Lawrence</u>
OWNER:	

EXX 007338

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS · BROWNBLT

June 25, 1969

Contract -00- 4531 -C

37-5257
Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#6	\$ 99.40	#12	61.65
#7	129.13	#13	295.44
#8	108.32	#16	543.82
#9	315.25	#17	79.96
#10	72.79	#18	95.78
#11	616.02	#19	133.00
		#20	85.93
		#21	231.52

Total This change \$ 2,868.01 .

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

Attachment

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>T-00-4531</u>	DATED: <u>3/27/69</u>
ADDITION/ (DE <u>REDU</u>) <u>\$ 2,868.01</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>6/26/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>J. M. Kell</u>	OWNER: _____

EXX 007339

BROWN & ROOT, INC. Engineers Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

June 20, 1969

Contract G -00-4386 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
7	\$178.41		

Total This change \$ 178.41.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

RWS:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>8</u>	
CONTRACT NO. <u>G-00-4386-C</u>	DATED: <u>10/4/68</u>
ADDITION (DELETION) \$ <u>178.41</u>	
Humble Oil & Refining Company:	
APPROVED: <u>MC [Signature]</u>	
<u>GSO</u>	DATE: <u>6/27/69</u>
EXCERPTS <u>No</u>	
- REC. ENG. <u>E. [Signature]</u>	

EXX 007340

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

June 19, 1969

Contract B -00- 7606-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 382.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

RWS:ns

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>B-00-7606-C</u>	DATED: <u>5/29</u>
ADDITION (DELETION) \$ <u>382.00</u>	
Enjay Chemical Company:	
APPROVED: <u>R. W. Stephens</u>	
DATE: <u>6/25/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>J. A. Tuley</u>	OWNER: _____

EXX 007341

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

June 19, 1969

Contract U -00- 4396-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
12	\$473.40		

Total This change \$ 473.40.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

RWS:ns

Attachment

CONTRACT CHANGE ORDER NO.	<u>6</u>
CONTRACT NO.	<u>U-00-4396-C</u>
DATED	<u>10/2/65</u>
ADDITION/ (DELETION)	<u>\$ 473.40</u>
Humble Oil & Refining Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>6/26/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG.	<u>S.P. Ryan</u>
OWNER:	

EXX 007342

1970
27-5232

BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3 HOUSTON, TEXAS 77001 - CABLE ADDRESS BROWNBILT

June 16, 1969

Contract L-00- 4467 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 3
for a lump sum price of \$ 4,730.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

LABOR	\$2,007.00
MATERIAL	1,208.00
MAT & SUP	35.00
EQUIPMENT	100.00
TOTAL	\$3,350.00
MARKUP	1,380.00
TOTAL	\$4,730.00

Yours very truly,

BROWN & ROOT, INC.

R.W. Stephens
R. W. Stephens

CONTRACT NO.	5
CON.	L-00-4467-C
DATE	1/8/69
AMOUNT	\$4,730.00
APPROVED	<u>MC Hooks</u>
DATE	6/23/69
INITIALS	<u>No</u>
SIGNATURE	<u>RL Fuller</u>
WITNESS	

EXX 007343

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

April 22, 1969

Contract U -00-4396 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 8	\$ 43.18		
# 9	215.68		
#10	587.19		
#11	64.77		

Total This change \$ 910.82.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

Attachment

RWS/bk

CONTRACT CHANGE ORDER NO. <u>5</u>	
CONTRACT NO. <u>C-00-4397C</u>	DATED: <u>9/13/68</u>
ADDITION/ (DELETION) \$ <u>910.82</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>6/13/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENGR. <u>[Signature]</u>	OWNER: _____

EXX 007352

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

May 29, 1969

Contract T-00-4531-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	\$121.40		
2	187.14		
3	515.01		
4	199.59		
5	305.18		

Total This change \$ 1,328.32

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

RWS:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>T-00-4531-C</u>	DATED: <u>3/27/69</u>
ADDITION/ (DELETION) \$ <u>1328.32</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>6/15/69</u>	
EXCERPTS _____	
PROJ. ENG: <u>J. M. [Signature]</u> OWNER: _____	

EXX 007377

27-5232

BROWN & ROOT, INC. Engineers-Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

May 22, 1969

Contract L -00- 4467-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#3	\$738.51		

Total This change \$ 738.51.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

RWS/bk

Attachment

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>L-00-4467-C</u>	DATED: <u>1/8/69</u>
ADDITION/ DELETION \$ <u>738.51</u>	
Humble Oil & Refining Company:	
APPROVED: <u>M. C. [Signature]</u>	
DATE: <u>5/25/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>R. L. Fuller</u>	OWNER: _____

EXX 007378

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

May 22, 1969

Contract K -00- 7564 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#1	\$217.31		

Total This change \$ 217.31.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

RWS/bk

Attachment

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>K-00- 7564 -C</u>
DATED:	<u>2/12/69</u>
ADDITION/ (DELETION) \$	<u>217.31</u>
Enjay Chemical Company:	
APPROVED:	<u>RL Paulson</u>
DATE:	<u>5/22/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>RL Paulson</u>
OWNER:	

EXX 007379

27-5232

BROWN & ROOT, INC. Engineers · Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

27-5232
19W
[Signature]

May 2, 1969

Contract No. T-00-4473-C
Sludge Removal

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job, but not covered in the contract:

Item	Hourly	Daily	Weekly	Monthly
40" to 42" 2 Drum Sheepfoot Roller - Towed - Less Power	\$1.00	\$8.00	\$40.00	\$176.00

Thank you for the opportunity of submitting these additional prices, we remain,

Yours very truly,

BROWN & ROOT, INC.

C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. <u>4</u>
CONTRACT NO. <u>T-00-4473</u> DATED: <u>4/16/69</u>
ADDITION/ (DELETION) <u>Added above rates</u>
Humble Oil & Refining Company:
APPROVED: <u>[Signature]</u>
DATE: <u>5/14/69</u>
EXCERPTS <u>Yes</u>
PROJ. ENG. <u>[Signature]</u> OWNER: _____

EXX 007409

✓
BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

May 8, 1969

Contract T -00-4531 -C

AG

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O' Brien

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 349.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

RWS/bk

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>T-00-4531-C</u>	DATED: <u>5/27/69</u>
ADDITION/ (DELETION) \$ <u>349.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>5/14/69</u>	
EXCERPTS <u>N</u>	
PROJ. ENG. <u>J.M. Walker</u>	OWNER

EXX 007426

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

May 7, 1969

Contract G -00-4522 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 3	\$840.00		

Total This change \$ 840.00.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

Attachment

RWS/bk

CONTRACT CHANGE ORDER NO.	<u>3</u>
CONTRACT NO.	<u>G-00-4522-C</u> DATED: <u>3/7/69</u>
ADDITION/ (DELETION) \$	<u>840.00</u>
Humble Oil & Refining Company:	
APPROVED:	<u>MC Hooke</u>
DATE:	<u>5/10/69</u>
EXCERPTS	<u>NO</u>
PROJ. ENG:	<u>C. M. K. E. E. N.</u> OWNER: _____

EXX 007427

1-70.
22-5232
CH

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS, BROWNBLT

May 2, 1969

Contract L -00- 4467 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#1	\$1,114.10		
#2	1,656.30		

Total This change \$ 2,770.40.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

Attachment

RWS/bk

CONTRACT CHANGE ORDER NO.	<u>3</u>
CONTRACT NO.	<u>L-00-4467-C</u> DATED: <u>1/8/69</u>
ADDITION/ (DELETION) \$	<u>2,770.40</u>
Humble Oil & Refining Company:	
APPROVED:	<u>MC Hooke</u>
DATE:	<u>5/5/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	OWNER:

EXX 007428



BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

97-58822
A

May 2, 1969

Contract G -00-4484 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
4	918.58		
5	394.76		

Total This change \$ 1,313.34.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

R. W. Stephens

RWS:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>GT-00-4484-C</u>	DATED: <u>11/15/69</u>
ADDITION / (DELETION) \$ <u>1,313.34</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	
DATE: <u>5/19/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>C/M Kean</u>	OWNER: _____

EXX 007429

BROWN & ROOT, INC. *Engineers Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS. BROWNBILT

April 30, 1969

Contract C-00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 20
for a lump sum price of \$ 8,116.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

LABOR 628 M.H.	\$2,737.00
MATERIAL	2,452.00
SUB-CONTRACT	310.00
EQT.	440.00
TOTAL	\$5,939.00
M-UP	2,177.00
TOTAL	\$8,116.00

R. W. Stephens
R. W. Stephens

QUALIFICATIONS:

1. 4 WEEKS DELIVERY ON FAB & GALV. ST. STEEL
2. SPARK PROOF BOXES NOT INCLUDED IN SCOPE OF WORK

RWS/bk

CONTRACT CHANGE ORDER NO.	<u>28</u>
CONTRACT NO.	<u>C-00-4279-C</u> DATED: <u>6/27/68</u>
ADDITION/ DELETION	\$ <u>8,116.00</u>
Humble Oil & Refining Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>5/2/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>EB Williams</u> OWNER: _____

EXX 007430

BROWN & ROOT, INC. Engineers · Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

April 29, 1969

Contract G-00-4522-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#2	\$350.00		

Total This change \$ 350.00.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens
R. W. Stephens

Attachment

RWS/bk

CONTRACT CHANGE ORDER NO.	<u>2</u>
CONTRACT NO. <u>G-00-4522-C</u>	DATED: <u>3/7/69</u>
ADDITION/ (DELETION) \$	<u>350.00</u>
Humble Oil & Refining Company:	
APPROVED:	<u>AM [Signature]</u>
DATE:	<u>5/1/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>Cumukgan</u> OWNER: _____

EXX 007431

BROWN & ROOT, INC. Engineers · Constructors

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

April 11, 1969

Contract Q-00- 7465-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
16	322.17		

Total This change \$ 322.17

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME:ns CONTRACT CHANGE ORDER NO. 7
CONTRACT NO. Q-00-7465-C DATED: 4/13/69
Attachment ADDITION/ (DELETION) \$ 707.04
Humble Oil & Refining Company:
APPROVED: M. H. H. Co.
DATE: 5/2/69
EXCERPTS No
PROJ. ENG: J. A. Farley OWNER:

Attachments Included in Change Order	
Letter	Amount
<u>4-11-69</u>	<u>322.17</u>
<u>4-29-69</u>	<u>385.87</u>
Total	<u>707.04</u>

EXX 007432



BROWN & ROOT, INC. *Engineers Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

April 29, 1969

Contract Q -00-7465 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
# 17	\$385.87		

Total This change \$ 385.87.

Very truly yours,

BROWN & ROOT, INC.

R. W. Stephens

Attachment

RWS/bk

EXX 007433

✓
BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNILT

April 1, 1969

Contract G -00-4386 -C

27.5m2
at
B
JW

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#5	\$ 711.92		

Total This change \$ 711.92.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

Attachment
EME/bk

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>G-00-4386-C</u>	DATED: <u>10/4/68</u>
ADDITION / (DELETION) \$ <u>711.92</u>	
Humble Oil & Refining Company:	
APPROVED: <u>MC Hool</u>	
GRO DATE: <u>5/2/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E. B. Williamson</u>	

EXX 007434

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

April 15, 1969

Contract C -00- 4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
87	\$99.72		

Total This change \$ 99.72.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO.	<u>27</u>
CONTRACT NO.	<u>C-00-4279-1</u>
DATE:	<u>6/27/68</u>
ADDITION/ DELETION	\$ <u>99.72</u>
Humble Oil & Refining Company:	
APPROVED:	<u>M. Hoot</u>
DATE:	<u>4/15/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>ERB/Williams</u>
OWNER:	

EXX 007435

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

April 15, 1969

Contract G -00- 4522-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	\$588.34		

Total This change \$ 588.34.

Very truly yours,

BROWN & ROOT, INC.



E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>C-00-4522-C</u>	DATED: <u>3/7/69</u>
ADDITION/ DELETION \$ <u>588.34</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>4/15/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>C. McKern</u>	OWNER: _____

EXX 007436

BROWN & ROOT, INC. Engineers Constructors

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

April 15, 1969

Contract G-00-4386-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that
a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>
6	(\$2,863.05) CREDIT

Total This change \$ (2,863.05) CREDIT.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. 5
CONTRACT NO. G-00-4386-C DATED: 10/4/68
ADDITION/ (DELETION) \$ 16,330.94
Humble Oil & Refining Company
APPROVED: M. H. Hock
DATE: 4/27/69
EXCERPTS No
PROJ. ENG: E. R. Williams OWNER: _____

Attachments Included in Change Order <u>5</u>	
Letter	Amount
<u>3-26-69</u>	<u>19,193.99</u>
<u>4-15-69</u>	<u>(2,863.05)</u>
Total	<u>16,330.94</u>

EXX 007437



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

March 26, 1969

Contract G-00-4386-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#4	\$19,193.99		

Total This change \$ 19,193.99.

LABOR-FIELD	\$14,427.18
LABOR-SHOP	268.98
EQT.	2,263.27
MAT.	<u>895.44</u>
TOTAL	\$17,854.87
M. UP	<u>1,339.12</u>
TOTAL	\$19,193.99

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

Attachment

EME/bk

EXX 007438

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS BROWNBILT

27-5232

[Handwritten signatures and initials]

Contract C -00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 21
for a lump sum price of \$ 3,260.00. This additional
work will necessitate -0- days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

[Handwritten signature: E. M. Eastham]

E. M. Eastham

LABOR	\$1,418.91
MAT'L.	346.15
EQUIP.	182.40
SUB	438.18
TOTAL	\$2,385.64
M.U.	874.36
	<u>\$3,260.00</u>

NOTE: THIS INCLUDES BLINDING, STEAM OUT AND INSULATION REPAIRS.

EME/bk

CONTRACT CHANGE ORDER NO. <u>26</u>	
CONTRACT NO. <u>C-004279</u>	DATED: <u>6/27/68</u>
AMOUNT (DELETION) \$ <u>3,260.00</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	
DATE: <u>7/16/69</u>	
BY: <u>No</u>	
SIGNED: <u>E. M. Williams</u> OWNER:	

EXX 007439

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

March 24, 1969

Contract G -00-4386 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#2	905.92		

Total This change \$ 905.92.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk

Attachment

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>G-00-4386-C</u>	DATED: <u>10/4/68</u>
ADDITION (DELETION) \$ <u>905.92</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>3/27/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>E.B. WILLIAMS</u> , OWNER: <u>-</u>	

EXX 007440

✓
BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWN&RT

March 25, 1969

Contract G -00-4386 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#3	\$1,108.80		

Total This change \$ 1,108.80.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk
Attachment

CONTRACT CHANGE ORDER NO. <u>4</u>
CONTRACT NO. <u>G-00-4386-C</u> DATED: <u>10/4/68</u>
ADDITION/ (DEDUCTION) <u>\$1,108.80</u>
Humble Oil & Refining Company:
APPROVED: <u>[Signature]</u>
DATE: <u>4/3/69</u>
EXCERPTS <u>NO</u>
PROJ ENG: <u>E.P. Williams</u> OWNER: _____

EXX 007441

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNSILT

March 21, 1969

Contract K -00-7553 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. D. C. Seamans

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#3	\$153.25		

Total This change \$ 153.25.

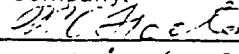
Very truly yours,

BROWN & ROOT, INC.


E. M. Eastham

Attachment

EME/bk

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>K-00-7553-C</u>	DATED: <u>2-7-69</u>
ADDITION/ (DELETION) \$ <u>153.25</u>	
Enjay Chemical Company:	
APPROVED: 	
DATE: <u>7/2/69</u>	
EXCERPTS <u>—</u>	
PROJ. ENG: <u>DA Chorpene</u>	OWNER: <u>—</u>

EXX 007442

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

March 21, 1969

Contract C -00-4319 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#25	\$70.96		

Total This change \$ 70.96.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

Attachment

EME/bk

CONTRACT CHANGE ORDER NO. <u>14</u>
CONTRACT NO. <u>C-00-4319-C</u> DATED: <u>8/11/68</u>
ADDITION/ (DELETION) \$ <u>70.96</u>
Humble Oil & Refining Company:
APPROVED: <u>[Signature]</u>
DATE: <u>4/2/69</u>
EXCISEMENTS <u>No</u>
PROJ ENG. <u>[Signature]</u> OWNER: <u>[Signature]</u>

EXX 007443

27-5232
[Handwritten initials and signature]

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 9, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

March 24, 1969

Contract C -00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

27-5232
[Handwritten signature]

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#88	\$ 78.75		
#89	53.21		
#90	261.86		
#91	145.91		

Total This change \$ 539.73.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME/bk
Attachment

CONTRACT CHANGE ORDER NO. <u>24</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITION/ (DELETION) \$ <u>539.73</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>3/27/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E.B. Williams</u>	OWNER: _____

EXX 007444

BROWN & ROOT, INC. Engineers Constructors



POST OFFICE BOX 3, HOUSTON TEXAS 77001 - CABLE ADDRESS BROWNBLT

March 14, 1969

Contract C-00- 4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 18
for a lump sum price of \$ 1,722.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

LABOR - 133 M.H.	\$ 559.00
MATERIALS	665.00
EQUIPMENT	86.00
TOTAL	<u>\$1,310.00</u>
MARK-UP	412.00
TOTAL	<u>\$1,722.00</u>

CONTRACT CHANGE ORD	N	23
CONTRACT NO.	C-00-4279-C	AMEND: 6/27/68
ADDITION/DELETION \$		1,722.00
Humble Oil & Refining Co.		
APPROVED:		
DATE:	3/27/69	
EXCERPTS	No	
PROJ. ENG:	E. B. Williams	

EXX 007445

1970
27-5232
B
BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

March 21, 1969

Contract G -00- 4484-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#1	\$263.62		
#2	185.19		
#3	185.19		

Total This change \$ 634.00.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

E. M. Eastham

Attachment

EME/bk

CONTRACT CHANGE ORDER NO.	<u>2</u>
CONTRACT NO.	<u>G-00-4484-C</u> DATED: <u>1/15/69</u>
ADDITION/ (DELETION) \$	<u>634.00</u>
Humble Oil & Refining Company:	
APPROVED:	<u>[Signature]</u>
DATE:	<u>3/27/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>CVM/Kern</u> OWNER: _____

EXX 007446

27-5232

27-5232

BROWN & ROOT, INC. Engineers-Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

March 25, 1969

Contract C -00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 19
for a lump sum price of \$ 3769.81. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

LABOR	2229.80
MAT'L	221.23
EQUIP.	90.00
	<u>2541.03</u>
M.U.	<u>1228.78</u>
TOTAL	3769.81

NOTE: ITEMS 11, 17, 20, 23 & 26 ARE A PART OF ORIGINAL CONTRACT, AND
HAVE NOT BEEN INCLUDED IN THIS DESIGN CHANGE.

EME/bk

CONTRACT CHANGE ORDER NO. <u>25</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITION/DELETION \$ <u>3,769.81</u>	
Humble Oil & Refining Company:	
APPROVED: <u>MC</u>	
DATE: <u>3/27/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>EB Williams</u> OWNER: _____	

EXX 007447



PROPOSAL
OF

BROWN & ROOT, INC. *Engineers-Constructors*

RECEIVED

MAR 27 1969

P. O. BOX 3 • HOUSTON, TEXAS 77001

27-5354
Date: *March 25, 1969*
No. 5876

~~Tanglebrier Securities Corporation~~
(Customer)

~~18065 Upper Bay Road~~
Address

~~Houston, Texas 77058~~ ~~Attn: Mrs. Theo Dore Payne~~
City and State

We propose to furnish the necessary supervision, labor, materials, supplies, tools and equipment (except as modified hereafter) to perform the work briefly described as follows:

~~To install cross over in Esplanade at San Sebastain and St. Thomas Episcopal Church in Nassau Bay per plan dated 1-20-68 and in lieu of proposal No. 4033 dated April 27, 1968.~~

Method of Payment: ~~Upon completion of work.~~

In accordance with the following terms and conditions:

1. Location of work: ~~Nassau Bay~~ ~~Harris~~ County, Texas
2. Plans and specifications: ~~Owners plan dated 1-20-68~~
3. Price for the work: ~~Contract for Lump Sum of Three Hundred Twenty-Five Dollars and no/100.~~
~~(2325.00)~~
4. Work covered by this proposal is guaranteed for a period of ~~one~~ ~~year~~ after date of completion, as provided on the reverse hereof.
5. This proposal includes insurance coverage within the following limits:

a. Workmen's Compensation	
b. Employer's Liability:	\$ 100,000.00
c. Contractor's General Liability: Bodily Injury:	\$100/300,000.00
Property Damage	10,000.00
d. Comprehensive Automobile Liability: Bodily Injury	\$100/300,000.00
Property Damage	10,000.00
6. The Contractor will exercise reasonable diligence to complete the work within ~~immediately~~
7. Special Conditions: ~~Recommend uniform crossing of 34" in lieu of 30" proposed. Add \$55.00 to above Lump Sum if recommendation is acceptable.~~

This proposal is offered for acceptance by you within ~~30~~ days from this date, and upon your approval and approval of our home office shall become a binding agreement covering the work herein described. The terms and conditions, including those on the reverse side, are a part of the agreement, and must be stipulated in any subsequent purchase order or contract issued.

ACCEPTED AND APPROVED:

[Signature]
(Customer)

By

[Signature]
BROWN & ROOT, INC.
(Contractor)

By

Title

Title

Lynn Hoffman

Office Engineer

Date:

Job No.

27-5354

Home Office

Skill, Integrity, and Responsibility



FORM NO. M-27 2M 2-69

EXX 007462

GENERAL CONDITIONS

1. Monthly progress payments shall be made on approved estimates of work completed, less 10%. Final payment shall be made to Brown & Root, Inc., (hereinafter styled "Contractor") at its home office in Harris County, Texas, within 30 days after the completion of the work and its acceptance by customer as being in proper condition and in compliance with the plans, specifications and requirements of customer. Contractor may at any time require satisfactory security, for payment of the price in full, and may cease or delay work pending receipt of such security. Customer shall reimburse Contractor for all expenses of collection, including a reasonable allowance for attorney's fees, and all sums past due shall bear interest at 10 percent per annum.
2. Contractor's time for performance will be extended for delays caused by strikes or labor disturbances, fires, floods, storms, or other abnormal weather conditions, delays in transportation or in deliveries of materials, acts of God, and other causes beyond the control of the Contractor.
3. Customer's failure to furnish information or other co-operation, or to make payments as agreed, will authorize Contractor, by written notice, to cancel the unexecuted portion of the work and to hold Customer for the work previously performed.
4. Extra work shall not be performed, nor shall the scope of work included in this proposal be increased or decreased, unless authorized by Customer and agreed to by Contractor.
5. It is understood and agreed that Contractor will furnish the insurance described in Paragraph 5 on the face hereof, and upon written request of Customer received within five days of the acceptance of this proposal, Contractor will provide additional insurance including increased coverage and/or limits; and the Customer will reimburse Contractor for the increased premium cost in addition to the price quoted above. Contractor's liability, if any, to Customer for loss or damage to Customer's property or for bodily injury, shall in no event exceed the amount of insurance coverage set forth on the face side hereof, plus such additional insurance coverage as Contractor has obtained at Customer's request as previously provided herein. In no event shall Contractor be responsible for loss of use or consequential damages, nor for injuries from the condition of the premises after customer has accepted the work and taken exclusive control of the premises.
6. All representations, warranties, covenants, conditions or promises are printed or written in this proposal or in documents referred to herein. No representative of Contractor is authorized to amend or waive any provision hereof, or to obligate Contractor further, save on written approval by the home office of Contractor. In the event of any conflict between the provisions of this proposal and those of the plans or specifications or other documents herein referred to, the provisions of this proposal shall govern.
7. Contractor warrants and guarantees the work performed by Contractor hereunder against defects due to faulty workmanship or materials for a period of one year after completion and acceptance by Customer. As to items of machinery, equipment, or other manufactured products, contractor's responsibility is limited to the assignment of the manufacturer's warranty. Contractor assumes no responsibility for the design and engineering of the work nor for Customer furnished or designated materials and extends no other warranty express or implied. Customer assumes all responsibility for the condition of the work after acceptance thereof, except to the extent of the warranties expressed herein and the liabilities covered in Paragraph 5.

22-237
[Handwritten signature]

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

March 7, 1969

Contract K -00-7553 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. D. C. Seamans

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#1	\$219.60		
#2	\$169.83		

Total This change \$ 389.43.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

E. M. Eastham

EME/bk

Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>
CONTRACT NO. <u>K-00-7553-C</u> DATED: <u>2-7-69</u>
ADDITION/ DELETION \$ <u>389.43</u>
Enjoy Chemical Company:
APPROVED: <u>[Signature]</u>
<u>KES</u> DATE: <u>3/19/69</u>
EXCERPTS <u> </u>
PROJ. ENG. <u>D.A. Chappening</u> OWNER: <u> </u>

EXX 007471

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

March 5, 1969

Contract C -00- 4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 11
for a lump sum price of \$ 996.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk

CONTRACT CHANGE ORDER NO. <u>13</u>	
CONTRACT NO. <u>C-00-4319-C</u>	DATED: <u>8/16/68</u>
ADDITION/ (DELETION) \$ <u>996.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>3/17/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>[Signature]</u>	OWNER: <u>[Signature]</u>

1969 MAR 6 AM 11 01
BAYTOWN, TEXAS

EXX 007472

27-5732

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS BROWNBILT

March 17, 1969

Contract Q -00-7465 -C

OK

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 4,856.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.


E. M. Eastham

LABOR	444 M.H.	\$1,821.00
MATERIAL		1,110.00
EQUIPMENT		552.00
SUB		175.00
TOTAL		\$3,658.00
MARK-UP		1,198.00
TOTAL		\$4,856.00

CONTRACT CHANGE ORDER NO. <u>6</u>	
CONTRACT NO. <u>Q-00-7465</u>	DATED: <u>6/26/68</u>
ADDITION / (DELETION) \$ <u>4,856.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>976 J. A. Farley</u>	
DATE: <u>3/18/68</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG. <u>J. A. Farley</u>	OWNER: <u>—</u>

EXX 007473



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

February 21, 1969

Contract C -00-4319 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#20	\$542.57		
#21	240.07		
#22	172.43		

Total This change \$ 955.07

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk

Attachment

CONTRACT CHANGE ORDER NO. 11
CONTRACT NO. C-00-4319-C DATED: 8/16/69
ADDITION/ (~~DELETION~~) \$ 955.07
Humble Oil & Refining Company:
APPROVED: M. C. Arnold
GISO DATE: 3/14/69
EXCERPTS NO
PROJ. ENG. RT Kettler OWNER: _____

EXX 007474

27-5232
1
B

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

March 7, 1969

Contract C -00- 4319 -C

OK

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#23	\$ 58.08
#24	121.60

<u>FIELD CHANGE</u>	<u>AMOUNT</u>
CONTRACT CHANGE ORDER NO. <u>12</u>	
CONTRACT NO. <u>C-00-4319-C</u> DATED: <u>8/16/68</u>	
ADDITION/ (DELETION) \$ <u>179.68</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. C. Friedman</u>	
DATE: <u>3/13/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>R. I. Littlefield</u> WIER:	

Total This change \$ 179.68

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME/bk

Attachment

EXX 007475

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19W
BROWN & ROOT, INC. Engineers Constructors



POST OFFICE BOX 3 HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

CONTRACT CHANGE ORDER NO. 10
CONTRACT NO. C-00-4319 DATED: 8/16/68
ADDITION/ (DELETION) \$ 7,759.00
Humble Oil & Refining Company:
APPROVED: MC Hoot
DATE: 3/12/69
EXCERPTS Yes
PROJ. ENG: R.L. SATTERBAK OWNER: W.B. NETHERY

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 10
for a lump sum price of \$ 7,759.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

March 6, 1969

Contract C -00-4319 -C

Revise: 3-6-69 Due to
change in scope
of work

BAYTOWN, TEXAS

1969 MAR 6 AM 11 00

RECEIVED BY
POSTAL SERVICE
MAR 6 1969

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

LABOR	\$3,315.00
MATERIAL	1,712.00
EQUIPMENT	687.00
SUB	18.00
MARK UP	\$5,732.00
	<u>2,027.00</u>
TOTAL	\$7,759.00

NOTE: Should the above quoted price be unacceptable we propose
to collect for labor, material and equipment already ex-
pended (at the request of Humble Field Representative) by
Field Change.

EME/bk

EXX 007476

27-5232
W
B
BROWN BILT

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN BILT

March 7, 1969

Contract K -00-7494 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#2	\$513.32		
#3	\$155.54		

Total This change \$ 668.86.

Very truly yours,
BROWN & ROOT, INC.

Ed Eastham
E. M. Eastham

EME/bk
Attachment

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>K-10-7494C</u>	DATED: <u>8/22/68</u>
ADDITION/ (DELETION) \$ <u>668.86</u>	
Enjoy Chemical Company:	
APPROVED: <u>[Signature]</u>	
GRO DATE: <u>3/12/69</u>	
EXCERPTS <u>M</u>	
PROJ ENG <u>J.A. Farley</u>	OWNER: _____

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

March 5, 1969

Contract L -00-4467 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

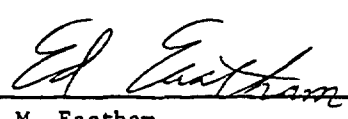
Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 7,007.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.


E. M. Eastham

LABOR	640 M.H.	\$2,560.00
MATERIAL		2,529.00
EQUIPMENT		160.00
TOTAL		\$5,249.00
MARK-UP		1,758.00
TOTAL		\$7,007.00

EME/bk . CONTRACT CHANGE ORDER NO. 2
CONTRACT NO. L-00-4467-C DATED: 1/8/69
ADDITION/ ~~REFERENCE~~ \$ 7,007.00
Humble Oil & Refining Company:
APPROVED: MC Heete
HJM DATE: 3/11/69
EXCERPTS No
PROJ. ENG: R.L. Fuller OWNER: _____

RECEIVED
1969 MAR 6 AM 11 01
BAYTOWN, TEXAS
FURNACE DEPT

EXX 007478

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

March 3, 1969

Contract No. T-00-4432-G

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job but not covered in the contract:

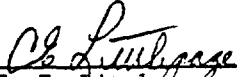
<u>ITEM</u>	<u>HOURLY</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
Grace-10 Wheel Pneumatic Roller-Towed (Less Power)	1.00	8.00	40.00	176.00

This item of equipment has been discussed with your jobsite M & C representative.

Thanking you for the opportunity of submitting these additional rates, we remain,

Yours very truly,

BROWN & ROOT, INC.


C. E. Littlepage

CEL/bk

CONTRACT CHANGE ORDER NO. <u>6</u>
CONTRACT NO. <u>T-00-4432-G</u> DATED: <u>11/25/68</u>
ADDITION/ (DELETION) <u>Added rate above</u>
Humble Oil & Refining Company:
APPROVED: <u>J. A. D. [Signature]</u>
DATE: <u>3/5/69</u>
EXCERPTS <u>Yes</u>
PROJ. ENG: <u>C. McCallister</u> OWNER: <u> </u>

EXX 007479

BROWN
27-5232W
BROWN & ROOT, INC. *Engineers-Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWN & ROOT

February 6, 1969

Contract L -00-4467 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 8,242.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

LABOR 702 M.H.	\$2,809.00
MATERIAL	3,095.00
EQUIPMENT	200.00
TOTAL	\$6,104.00
MARK-UP	2,138.00
TOTAL	\$8,242.00

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>L-00-4467</u> (DATED: <u>1/8/69</u>)
ADDITIONAL	\$ <u>8,242.00</u>
Humble Oil & Refining Company:	
APPROVED:	<i>[Signature]</i>
DATE:	<u>2/11/69</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>R. L. Fuller</u> OWNER:

EXX 007487

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBILT

February 19, 1969

Contract G -00-4442 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

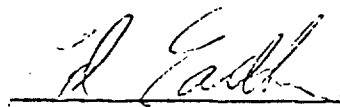
Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#5	\$148.10		

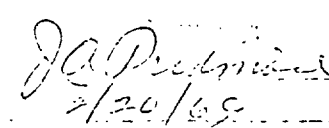
Total This change \$ 148.10.

Very truly yours,

BROWN & ROOT, INC.


E. M. Eastham

Attachment

CONTRACT NO.	2
G-00-4442-C DATED:	12/15/68
	148.10
	
No.	
R. G. Mitchell	

EXX 007488

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWN/BLT

February 20, 1969

Contract L -00- 4441-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#10	\$128.33	#15	\$ 98.97
#11	50.90	#16	325.52
#12	101.80	#17	467.04
#13	50.90	#18	58.35
#14	425.06		

Total This change \$ 1,706.87.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk

Attachment

DATE OF CONTRACT ORDER	2
CONTRACT NO.	L-00-4441-C
DATE OF ORDER	11/27/68
AMOUNT	1706.87
SIGNED BY	J. A. Bridmore
DATE	2/20/69
BY	No
FOR USE BY OWNER	

EXX 007489

BROWN & ROOT, INC. Engineers-Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

February 14, 1969

Contract C-00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

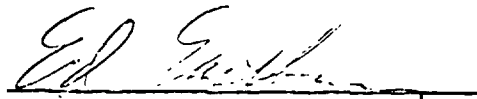
Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#86	\$194.15		

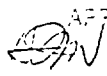
Total This change \$ 194.15.

Very truly yours,

BROWN & ROOT, INC.


E. M. Eastham

Attachment

CONTRACT CHANGE ORDER NO. <u>22</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED <u>6/27/68</u>
ADDITION/ (DELETION) \$ <u>194.15</u>	
Humble Oil & Refining Co.	
APPROVED: 	DATE: <u>2/19/69</u>
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E. M. Eastham</u>	OWNER: _____

EXX 007490

✓
BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

January 30, 1969

Contract C -00- 4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
18	222.91		
19	122.26		

Total This change \$ 345.17.

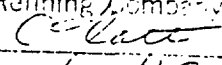
Very truly yours,

BROWN & ROOT, INC.


E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>9</u>	
CONTRACT NO. <u>C-00-4319-C</u>	DATED: <u>8/14/68</u>
ADDITION/ (DELETION) \$ <u>345.17</u>	
Humble Oil & Refining Company	
APPROVED: 	
DATE: <u>2/26/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>R. T. Little</u> OWNER: _____	

EXX 007491

Brown & Root, Inc. Engineers-Constructors



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS, BROWNBILT

February 25, 1969

Contract C -00-4326 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#10	\$25.54		

Total This change \$ 25.54.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk

Attachment

CONTRACT CHANGE ORDER NO. <u>10</u>	
CONTRACT NO. <u>611-4326-C</u>	DATED: <u>8/12/68</u>
ADDITION/ (DELETION) \$ <u>25.54</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>2/16/69</u>	
EXCEPTS <u>None</u>	
PROJ. ENG. <u>E. M. Eastham</u>	

EXX 007492

BROWN & ROOT, INC. Engineers - Constructors

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

February 18, 1969

Contract G-00-4484-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 1,515.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

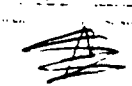
Yours very truly,

BROWN & ROOT, INC.


E. M. Eastham

LABOR	181 M.H.	\$ 724.00
MATERIAL		269.00
EQUIPMENT		50.00
		<u>\$1,043.00</u>
MARK-UP		472.00
TOTAL		<u>\$1,515.00</u>

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>G-00-4484-C</u>
DATE	<u>1/15/69</u>
AMOUNT	<u>1,515.00</u>
FOR THE USE OF	<u>Humble Oil & Refining Company</u>
BY	<u>J. A. [Signature]</u>
DATE	<u>2/19/69</u>
NO.	<u>No</u>
OWNER	<u>CYNIC [Signature]</u>



EXX 007493

27-5232
✓

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

February 21, 1969

Contract U -00-4396 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#6	726.02		
#7	161.76		

RECEIVED
HUMBLE OIL & REFINING CO.
FEB 24 1969
BAYTOWN, TEXAS

Total This change \$ 887.78

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME/bk
Attachment

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>U-00-4396-C</u>	DATED: <u>10/2/68</u>
ADDITION/ (DELETION) \$ <u>887.78</u>	
Humble Oil & Refining Company:	
APPROVED:	
DATE: <u>2/24/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>S. P. Hays</u>	OWNER: _____

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN-BILT

February 14, 1969

Contract U -00- 4396-C

27-5632
Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
#5	\$313.36		

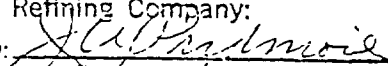
Total This change \$ 313.36.

Very truly yours,

BROWN & ROOT, INC.


E. M. Eastham

Attachment

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>U-M-4396-C</u>	DATED: <u>10/2/68</u>
ADDITION/ (DELETION) \$ <u>313.36</u>	
Humble Oil & Refining Company:	
APPROVED: 	
APD DATE: <u>2/25/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>S. P. Ryan</u>	OWNER: _____

EXX 007495

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN-BILT

January 29, 1969

Contract C-00-4319-C

BAYTOWN, TEXAS

1969 JAN 30 AM 10 59

RECEIVED BY
PROJECT & DEPT.

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 9
for a lump sum price of \$ 590.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>8</u>	
CONTRACT NO. <u>C-00-4319-C</u>	DATED: <u>8/16/68</u>
ADDITION/ (DELETION) \$ <u>590.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>2/25/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>[Signature]</u>	OWNER: _____

EXX 007496

27-5232

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBLT

January 30, 1969

Contract C-00-4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
85	876.23		

Total This change \$ 876.23.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>21</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITION/ DELETION \$ <u>876.23</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
<u>HJM</u> DATE: <u>2/3/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>EBW/lll</u> OWNER: _____	

EXX 007497

27-5232
H

19W



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

January 30, 1969

Contract G-00-4442 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	574.74		
2	746.14		
3	653.36		
4	139.94		

Total This change \$ 2,114.18.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>G-00-4442-C</u>	DATED: <u>12/5/68</u>
ADDITION/ DEDUCTION \$ <u>2,114.18</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. A. [Signature]</u>	
DATE: <u>2/3/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>RL Mitchell</u>	OWNER: _____

EXX 007498

27-5232



BROWN & ROOT, INC. Engineers-Constructors

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

January 31, 1969

Contract L -00- 4441-C

Handwritten signature/initials

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	122.90		
2	269.34		
3	175.48		
4	127.23		
5	168.49		
6	50.90		
7	144.12		
8	206.66		
9	101.80		

Total This change \$ 1,366.92

Very truly yours,
BROWN & ROOT, INC.

Handwritten signature: E. M. Eastham
E. M. Eastham

EME:ns
Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>L-00-4441-C</u>	DATED: <u>11/27/68</u>
ADDITION/ DELETION \$ <u>1,366.92</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	
DATE: <u>2/3/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>NW Locker</u>	OWNER: _____

EXX 007499

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

February 4, 1969

Contract No. T-00-4473-C

Humble Oil & Refining Co.
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job but not covered in the contract:

<u>ITEM</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
T-6 Tractor Dozer	\$6.00	48.00	240.00	1,056.00

Thanking you for the opportunity of submitting these additional rates, we remain,

Yours very truly,

BROWN & ROOT, INC.

C. E. Littlepage

CEL:bk

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>T-00-4473</u>	DATED: <u>1/16/69</u>
ADDITION/ (DELETION) \$ <u>ADDED THE ABOVE RATE</u>	
Humble Oil & Refining Company:	
APPROVED:	
ASO DATE: <u>2/6/69</u>	
EXCERPTS <u>YES</u>	
PROJ. ENG. <u>R. A. Harrington</u>	OWNER: <u>—</u>

EXX 007500

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

February 6, 1969

Contract K-00-7494 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 140.00. This additional
work will necessitate 0 days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

27-5232

E. M. Eastham

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>K-00-7494C</u>	DATED: <u>8/22/68</u>
ADDITION/ (DELETION) \$ <u>140.00</u>	
Enjay Chemical Company:	
APPROVED: <u>J. A. Prudman</u>	
DATE: <u>2/10/69</u>	
EXCERPTS: <u>Yes</u>	
PROJ. ENG: <u>J. A. Prudman</u>	OWNER: <u>—</u>

EXX 007501

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN-BILT

February 12, 1969

Contract No. T-00-4473-C
Sludge Removal

Humble Oil & Refining Co.
Baytown, Texas

Attention: Mr. A. B. O'Brien

We are pleased to offer revised rates on the equipment for above captioned project. This equipment is required for the job, but is not covered by the contract.

<u>ITEM</u>	<u>HOURLY</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
Allis Chalmers Model D Maintainer	4.00	32.00	160.00	704.00

This item has been discussed with your jobsite M & C representative.

This letter supersedes our letter of February 10, 1969.

Thanking you for your usual attention, we remain,

BROWN & ROOT, INC.

C. E. Littlepage
C. E. Littlepage

CEL/bk

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>T-00-4473-C</u>	DATED: <u>1/16/69</u>
ADDITION/ (DELETION) \$ <u>Added above rates</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>2/12/69</u>	
EXCERPTS: <u>Yes</u>	
PROJ. ENG: <u>R. A. Livingston</u>	OWNER: _____

EXX 007502

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNROOT

January 16, 1969

Contract C -00-4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that
a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
78	821.45		
79	435.44		
80	945.29		
81	173.86		
82	250.25		
83	3,989.64		
84	2,133.52		

Total This change \$ 8,749.45.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO.	19
CONTRACT NO.	C-00-4279-C
DATED:	6/27/68
ADDITIONAL FEE \$	8,749.45
Humble Oil & Refining Company:	
APPROVED:	
DATE:	1/23/69
BY:	No
FOR:	E. B. Williams OWNER:

EXX 007519

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWN-BILT

January 22, 1969

Contract C -00- 4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

CONTRACT CHANGE ORDER NO. <u>20</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITION/ (DELETION) \$ <u>2,006.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. A. Padmore</u>	
DATE: <u>1/23/69</u>	
RECEIPTS <u>No</u>	
ENGR. <u>E. Williams</u>	OWNER: <u></u>

We will perform the additional work described by Design Change # 15
for a lump sum price of \$ 2,006.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

BREAKDOWN:	
LABOR 194 MH	\$ 843.40
MATERIAL	470.76
EQUIPMENT	86.15
	<u>\$1400.31</u>
MARKUP	<u>605.69</u>
TOTAL	<u>\$2006.00</u>

THIS LETTER SUPERSEDES LETTER OF JANUARY 20, 1969.

EXX 007520

27-5232

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBK

January 28, 1969

Contract C-00-4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
16	88.27		
17	763.75		

Total This change \$ 852.02.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>7</u>		Attachments Include	
CONTRACT NO. <u>C-00-4319-C</u> DATED: <u>1/16/68</u>		in Change Order	
ADDITION/ (DELETION) \$ <u>1,850.75</u>		Letter	Amount
Humble Oil & Refining Company:		<u>1-17-69</u>	<u>998.7</u>
APPROVED: <u>[Signature]</u>		<u>1-28-69</u>	<u>852.02</u>
DATE: <u>1/30/69</u>			
EXCERPTS <u>No</u>			
PROJ. ENG: <u>P. I. Battalio</u> OWNER: _____		Total	<u>1,850.75</u>

EXX 007521



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNROOT

January 17, 1969

Contract C -00- 4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
12	102.68		
13	301.17		
14	196.10		
15	398.78		

Total This change \$ 998.73.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

EXX 007522

27-5232
#



BROWN & ROOT, INC. *Engineers-Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBLT

January 27, 1969

Contract G-00-4326-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 5
for a lump sum price of \$ 1,441.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

Ed Eastham

E. M. Eastham

QUALIFICATIONS:

1. DOES NOT INCLUDE REMOVING M.O.V. 735 OR 6" VALVE DURING
DOWN TIME, PER AGREEMENT WITH HUMBLE REPRESENTATIVE.

CONTRACT CHANGE ORDER NO. <u>9</u>	
CONTRACT NO. <u>G-00-4326-C</u>	DATED: <u>8/15/68</u>
ADDITION/ (DELETION) \$ <u>1,441.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. A. Friedman</u>	
DATE: <u>1/31/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG. <u>R. E. Kappeler</u>	OWNER: <u>H. A. Root</u>

EXX 007523

27-5232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

December 19, 1968

Contract C-00- 4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 7
for a lump sum price of \$ 798.00. This additional
work will necessitate no days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>5</u>	
CONTRACT NO. <u>C-00-4319-C</u>	DATED: <u>8/16/68</u>
ADDITION/ (DELETION) \$ <u>798.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. A. Bridmore</u>	
DATE: <u>1/30/69</u>	
EXCERPTS <u>N/C</u>	
PROJ. ENGR. <u>L. H. ...</u>	OWNER: <u>...</u>

EXX 007524

22-5232
H

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

January 24, 1969

Contract U -00-4396 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	643.48		
2	189.43		
3	128.57		
4	309.37		

Total This change \$ 1,270.85.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>U-00-4396</u> DATED: <u>10/2/68</u>	
ADDITION/ (DELETION) \$ <u>1,270.85</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
APD	DATE: <u>1/30/69</u>
EXCERPTS <u>No</u>	
PROJ. ENG: <u>S. P. [Signature]</u>	OWNER: _____

RECEIVED
BROWN & ROOT, INC.
1969 JAN 27 AM 10 52

EXX 007525

27-5232



BROWN & ROOT, INC. *Engineers-Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBLT

January 16, 1969

Contract Q-00-7465-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 775.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

NOTE: THIS LETTER SUPERSEDES LETTER WRITTEN DECEMBER 30, 1968.

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>Q-00-7465-C</u>	DATED: <u>1-16-69</u>
ADDITION/ (DELETION) \$ <u>775.00</u>	
Enjay Chemical Company	
APPROVED: <u>J. A. Pindover</u>	
DATE: <u>1-30</u>	
EXCERPTS: <u>Yes</u>	
PROJ. ENG: <u>J. A. Pindover</u>	OWNER: <u> </u>

EXX 007526

1969 JAN 30 AM 10 58

**THE
PUBLISHED BY
J. L. KELLEY & CO.
SOUTH.**

EXX 007527

✓
BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

January 27, 1969

Contract No. T-00-4473-C
Sludge Removal

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We are pleased to offer the following rates for equipment required on above captioned project, such equipment being needed on the job but not covered in contract:

<u>ITEM</u>	<u>HOURLY</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
1/2 C.Y. Dragline w/bucket	9.00	72.00	360.00	1584.00

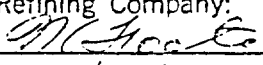
Thanking you for the opportunity of submitting these additional rates, we remain,

Yours very truly,

BROWN & ROOT, INC.


C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>T-00-4473-C</u>	DATED: <u>1-16-69</u>
ADDITION/ (DELETION) \$ <u>RATES SHOWN ABOVE</u>	
Humble Oil & Refining Company:	
APPROVED: 	
GRO	DATE: <u>1/30/69</u>
EXCERPTS: <u>Yes</u>	
PROJ. ENG: <u>R. A. [Signature]</u>	OWNER: <u>F. P. [Signature]</u>

EXX 007528

27-5-69
13

✓
BROWN & ROOT, INC *Engineers-Constructors*

POST OFFICE BOX 3, HOUSTON TEXAS 77001 - CABLE ADDRESS BROWNRLT

January 8, 1969

Contract C -00- 4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

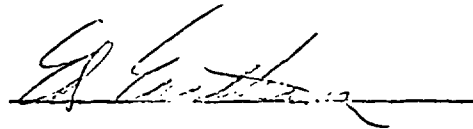
Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
9	78.75		
10	149.15		
11	508.42		

Total This change \$ 736.32.

Very truly yours,

BROWN & ROOT, INC.



E. M. Eastham (3)

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>6</u>	
CONTRACT NO. <u>C-00-4319-C</u>	DATED: <u>1/16/69</u>
ADDITION: (DELETION) \$ <u>736.32</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>1/16/69</u>	
EXCHG TS. <u>NI</u>	
PROJ ENG: <u>[Signature]</u>	

EXX 007529

27-52232
JH



BROWN & ROOT, INC. *Engineers-Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 CABLE ADDRESS BROWNBILT

January 3, 1969

Contract Q -00-7465 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
7	137.48	14	254.33
8	137.48	15	234.88
9	137.48		
10	137.48		
11	254.33		
12	254.33		
13	254.33		

Total This change \$ 1,802.12.

Very truly yours,

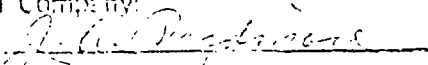
BROWN & ROOT, INC.


E. M. Eastham

EME:ns

Attachment

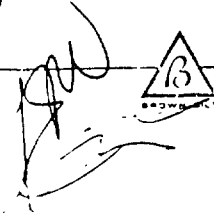
(3)

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>Q-00-7465</u>	DATE: <u>1/2/69</u>
ADDITION/ (DELETION) \$ <u>1,802.12</u>	
Enjoy Chemical Company:	
APPROVED: 	
DATE: <u>1/17/69</u>	
EXCERPTS <u>None</u>	
PROJ. ENG. <u>T. D. Enck</u>	OWNER

27-5236



BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNEILT

January 8, 1969

Contract T-00-4432-C

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We wish to offer rental rates for the following items of equipment which is necessary and in use on work being performed under above captioned contract, but such rates are not included in the contract:

	HOUR	DAY	WEEK	MONTH
3000# Mc Farland Test Pump	\$1.00	8.00	40.00	176.00
Car	1.00	8.00	40.00	176.00

Thanking you for the opportunity of submitting these additional rates, we remain,

Yours very truly,

BROWN & ROOT, INC.

C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. 3	
CONTRACT NO. T-00-4432-C	DATED: 1/15/69
ADDITION/DELETION \$ <i>Added to contract</i>	
Humble Oil & Refining Company:	
APPROVED:	
DATE: 1/15/69	
EXCEPTS: <i>None</i>	
PROJ. ENG. <i>RE Littlepage</i>	OWNER:

EXX 007531

27-5232
JRW
BROWN BILT

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

December 19, 1968

Contract C -00-4319 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 6
for a lump sum price of \$ 713.00. This additional
work will necessitate no days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

Ed Eastham

E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>4</u>	
CONTRACT NO. <u>C-00-4319-C</u>	DATED: <u>8/16/68</u>
ADDITION/ (DELETION) \$ <u>713.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. A. Paulman</u>	
DATE: <u>1/13/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>R. L. [unclear]</u>	OWNER: _____

EXX 007532

27-5232

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

[Handwritten signature]

January 8, 1969

Contract C-00-4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
76	974.41		
77	1,699.95		

Total This change \$ 2,674.36.

Very truly yours,

BROWN & ROOT, INC.

[Handwritten signature of E. M. Eastham]

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>17</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITIONAL <u>\$</u> <u>2,674.36</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	
DATE: <u>1/13/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG. <u>E. B. Williams</u>	OWNER: _____

EXX 007533

27-5232

[Handwritten signature]

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

January 8, 1969

Contract G -00- 4386-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	382.45		

Total This change \$ 382.45.

Very truly yours,

BROWN & ROOT, INC.

[Handwritten signature of E. M. Eastham]

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>2</u>
CONTRACT NO. <u>G-00-4386-2</u> DATED: <u>10/4/68</u>
ADDITION/ (DELETION) \$ <u>382.45</u>
Humble Oil & Refining Company:
APPROVED: <u>J. A. Predmore</u>
DATE: <u>1/14/69</u>
EXCERPTS <u>No</u>
PROJ. ENG: <u>E. P. Williams</u> OWNED.

EXX 007534

27-5232

27-5232
1874
[Signature]



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNILT

January 9, 1969

Contract C -00- 4279 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 16
for a lump sum price of \$ 699.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

Ed Eastham

E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>18</u>	
CONTRACT <u>C-00 4279-C</u>	DATED: _____
ADD'TL _____ \$ _____	
Humble Oil & Refining Company:	
APPROVED: <i>[Signature]</i>	DATE: <u>1/14/69</u>
EXCERPTS <u>No</u>	
PROJ. ENG: <u>EB Williams</u>	OWNER: _____

Attachments Included in Change Order _____	
1/9/69	\$ 699.00
1/9/69	5,416.90
1/9/69	117.48
Total \$ <u>6,233.38</u>	

EXX 007535

BROWN & ROOT, INC. *Engineers Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWN-BILT

January 9, 1969

Contract C-00-4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
52	203.03	72	165.76
53	213.17	73	818.28
54	312.24	74	174.68
55	201.73	75	57.32
56	1,321.34		
57	368.04		
68	230.57		
69	107.94		
70	261.92		
71	980.88		

Total This change \$ 5,416.90.

Very truly yours,

BROWN & ROOT, INC.


E. M. Eastham

EME:ns

Attachment

EXX 007536

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

January 8, 1969

Contract C-00-4279-C

Humble Oil & Refining Company
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

In accordance with a request from Mr. C. N. McClelland, we are submitting this request for payment in letter form. The changes that brought about this addition were requested by Humble M and C.

The additional charges including mark-up are \$117.48.

Thank you for your usual attention, we remain,

Sincerely,

BROWN & ROOT, INC.


E. M. Eastham

EME:ns

EXX 007537

75232



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

January 9, 1969

Contract G -00- 4326 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
9	(\$432.20) <u>CREDIT</u>		

Total This change \$ 432.20 CREDIT.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>8</u>	
CONTRACT NO. <u>G-00-4326-C</u>	DATED: <u>8/15/68</u>
AMOUNT / (DELETION) \$ <u>432.20</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. C. Pridmore</u>	
DATE: <u>1/14/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>R. E. Kuyper</u>	OWNER: _____

EXX 007538

Appropriations 107-9347; 519-9352

Contract No. G-00-4484-C

27-5232
C11

THIS AGREEMENT, entered into this 15 day of JANUARY 1969, by and between HUMBLE OIL & REFINING COMPANY, hereinafter referred to as "Humble," and BROWN & ROOT, INC.

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with "Specifications for Earthwork, Foundations, and Piping for 67-Foot-by-48-Foot Tanks 73 and 76, Humble Oil & Refining Company, Baytown, Texas," dated December 30, 1968; Exhibit "A" entitled "General Specifications," dated February 1, 1966; and Exhibit "B" entitled "Earthwork, Foundations, and Piping for 67-Foot-by-48-Foot Tanks 73 and 76," dated December 30, 1968, copy of each and of each drawing and Baytown Engineering Standard referred to in the specifications attached and made a part hereof.

Contractor shall utilize existing earthwork for firewall construction, etc., unless Humble designates such existing earthwork as unsuitable for such use.

Contractor shall start this work the week of January 20, 1969, and shall complete all work before March 29, 1969.

2. As consideration for the satisfactory performance and completion of this work by Contractor, Humble agrees to pay Contractor the sum of FIFTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND NO/100 (\$53,257.00) DOLLARS, plus the sum of THREE AND NO/100 (\$3.00) DOLLARS per cubic yard (truck measure) for any clay fill which Contractor must import in order to complete construction.

This price includes removal from the construction area of any existing earthwork which Humble designates as not satisfactory for use in construction of firewalls, etc. This removed material shall be hauled by Contractor to areas in the Baytown Refinery designated by Humble.

EXX 007539

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (*including Contractors' Protective Liability when subcontractors are used*), covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$100,000 for each accident, and \$100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

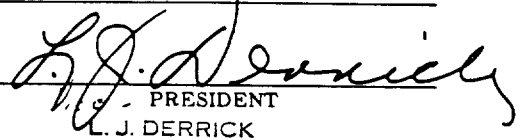
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

SECRETARY

BROWN & ROOT, INC.

By


L. J. DERRICK
PRESIDENT

HUMBLE OIL & REFINING COMPANY

By


Materials Manager
Baytown Refinery

HJM:tk
(CVMcKean)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared L. J. DERRICK known to me to be the person whose name is subscribed to the foregoing instrument as;
SECRETARY of BROWN & ROOT, INC., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said BROWN & ROOT, INC.

Given under my hand and seal of office, this the 24th day of January, A. D., 1969.

Ch. L. Lulap

Notary Public in and for

(SEAL)

Harris County, Texas

EXX 007544

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N. C. Foote known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 15 day of JANUARY, A.D., 1969.

Dorothy H. Keoughan
Notary Public in and for
Harris County, Texas

DOROTHY H. KEOUGHAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

EXX 007545

27-5232
A

942-3133

Contract No. T-00-4473-C

THIS AGREEMENT, entered into this 16th day of January,
19 69, by and between HUMBLE OIL & REFINING COMPANY,
hereinafter referred to as "Humble," and **BROWN & ROOT, INC.**

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with the specifications and exhibits listed below, a copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein being attached hereto and made a part hereof.

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Removal of Dead Timber and Hydrocarbon Sludge from Area North of Decker Drive, Humble Oil & Refining Company, Baytown, Texas	December 18, 1968
Exhibit "A"	General Specifications	February 1, 1966
Exhibit "B"	Removal of Dead Timber and Hydrocarbon Sludge from Area North of Decker Drive	December 18, 1968

COMPLETION

Contractor agrees to begin work on or about January 20, 1969, and will make every effort to complete the Contract before March 21, 1969.

PAYMENT

2. As consideration for the satisfactory performance and completion of this Contract by Contractor, Humble agrees to pay Contractor in accordance with the following schedule:

A. WAGE RATE SCHEDULES

<u>Description</u>	<u>\$ Per Man-Hour</u>	
	<u>Straight Time</u>	<u>Overtime</u>
Superintendent	9.37	9.37
General Foreman	7.12	10.02
Craft Foreman	6.78	9.54
Field Engineer	6.78	9.54
Job Clerk	4.73	6.66
Heavy Operator	6.14	8.64
Truck Driver	4.46	6.28
Helper	4.75	6.69
Laborer	3.58	5.04

EXX 007546

- NOTES: (1) The "Straight Time" per man-hour rate shall apply for all work performed up to and including 40 hours per working week per man, on the "Day Shift."
- (2) The "Overtime" per man-hour rate shall apply for all work performed in excess of 40 hours per working week per man, regardless of where prior time may have been worked as long as it was worked for this Contractor.
- (3) The "working week" begins at midnight Sunday.
- (4) The rates for supervision and field labor include direct labor costs; consumable supplies, as shown in Exhibit "C" entitled "Consumable Supplies," dated April 1, 1966, copy attached and made a part hereof; insurance; taxes; overhead; profit; chemical supplies; chemical toilets; office and tool buildings; and tools having an initial cost of \$150 or less.

B. CONSTRUCTION EQUIPMENT LESS OPERATOR:

Description	Hour	Day	Week	Month
1/2 Ton Pickup or Car	\$ 1.00	\$ 8.00	\$ 40.00	\$ 176.00
2 Ton Winch Truck	2.20	17.60	88.00	387.20
2 Ton Flat Bed Dump Truck	2.20	17.60	88.00	387.20
Model 41 Northwest Dragline w/bucket	11.00	88.00	440.00	1,936.00
Disc (less power)	2.50	20.00	100.00	440.00
Model TD-15 or D-6 Tractor Dozer	12.00	96.00	480.00	2,112.00

Rental rates include all maintenance, fuels, lubricants, overhead, profit, and taxes. Transportation costs shall be reimbursed at invoice cost plus five percent (5%).

Small tools with an initial cost of over \$150 will be reimbursed at a rate of \$2.75 per shift per tool.

Rental of third party equipment will be reimbursed at invoice cost plus a fee of thirty-five percent (35%) to cover the cost of all maintenance, fuels, lubricants, overhead, profit, taxes, etc., but less operators.

All rates are based upon contractor being paid for equipment and tools that are on the site and required for job, whether such items are actually working 100 percent of the time. When an item is no longer needed, it will be released and rental terminated. Any equipment required for the job, but not listed, will be supplied at rates to be mutually agreed upon.

C. SPECIAL EQUIPMENT AND TOOLS OVER \$150.00 INITIAL COST:

Special construction equipment, such as hauling equipment for heavy non-mobile construction machinery, will be paid for at Contractor's Invoice rental price plus a fee of five percent (5%).

D. MATERIALS:

All materials, including form lumber and accessories, fire extinguisher refills, drill bits, welding rod, miscellaneous welding supplies, acetylene, oxygen, argon, and materials required for temporary lighting furnished by Contractor, plus applicable transportation charges to jobsite and sales and use tax applicable thereto, will be paid for at Invoice cost, plus a markup of five percent (5%) for overhead and profit. Excluded specifically are small tools costing \$150 or less and consumable supplies as shown in attached Exhibit "C". (Invoice cost is defined as the net price after all trade discounts, allowances, credits, salvage, and commissions, but not cash discounts, which accrue to Contractor have been subtracted from gross Invoice prices.) All such discounts and credits shall be extended to Humble even though Contractor, through negligence, does not take advantage of such items. Circumstances beyond Contractor's control which prevent taking advantage of such discounts, etc., shall be reviewed with Humble.

E. SUBCONTRACTS:

Contractor will be reimbursed for payments made under subcontracts and agreements for outside shop work entered into with Humble's prior approval covering materials and services in connection with the work, plus a fee of five percent (5%).

IDLE TIME FOR SMALL TOOLS

Some small tools may be required on the job full time but used only periodically. These tools are not to be shown on the daily time sheets.

INVOICES

Contractor shall submit invoices promptly at the end of each month, or as otherwise mutually agreed to by the parties.

SUPPORT DATA FOR INVOICES

A. LABOR

A special payroll form covering a 1-week period will be furnished by Humble to assist Contractor in preparation of invoices. All invoices rendered shall be supported by this special form.

Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

B. EQUIPMENT AND TOOL RENTAL

A special equipment rental report form covering a calendar week will be furnished by Humble to assist Contractor in preparation of invoices. All invoices covering equipment and tool rental shall be supported by this special form.

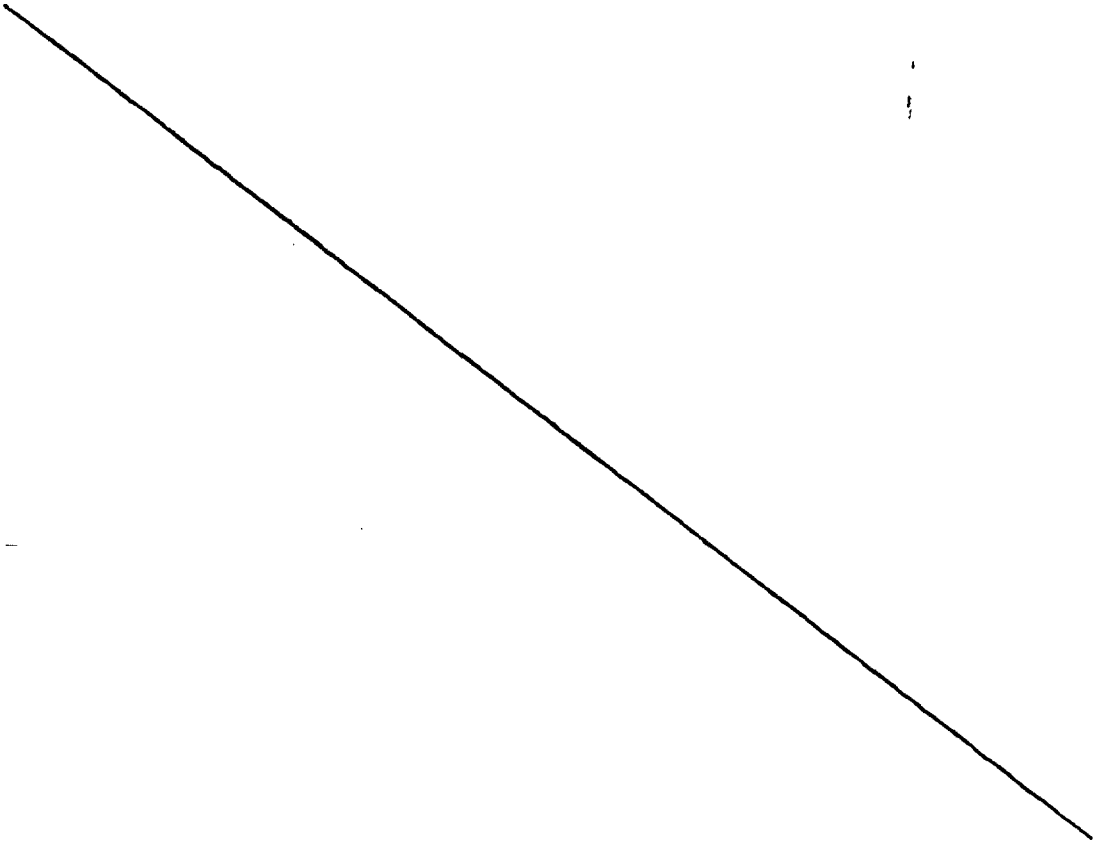
Detailed instructions for preparation of the form will be furnished to Contractor before work begins.

C. MATERIALS

When materials furnished by Contractor are delivered to the job-site, or as soon thereafter as practical, the Contractor shall have a representative of Humble sign a shipping notice, bill of lading, material received report, or other document that describes and lists the material received. This signed document, attesting that such material was received by Humble, shall be attached to Contractor's invoice when submitted to Humble.

AUDIT CLAUSE

Humble and its duly authorized representatives shall have access to the books, payrolls, and other records maintained by Contractor and its affiliates which relate to the costs and expenses of this Contract, and shall have the right to audit such books, payrolls and records at any reasonable time or times during the Contract period and for a two-year period after completion of this Contract.



3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (*including Contractors' Protective Liability when subcontractors are used*), covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$ 100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$ 100,000 for each accident, and \$ 100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

- b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;
- c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and
- d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

SECRETARY

ABD
ABD:aj
(RAHerrington)

BROWN & ROOT, INC.

By *L. J. Derrick*
Vice President
L. J. DERRICK

HUMBLE OIL & REFINING COMPANY

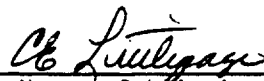
By *M. C. Steele*
Materials Manager
Baytown Refinery

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF **TEXAS** }COUNTY OF **HARRIS** }

Before me, the undersigned authority, on this day personally appeared L. J. DERRICK known to me to be the person whose name is subscribed to the foregoing instrument as;
VICE PRES of Brown & Root, Inc.,
and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 24th
day of January, A. D., 1969.



Notary Public in and for

Harris County, Texas

(SEAL)

EXX 007554

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N. C. Foster known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 11th day of January, A.D., 1967.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

EXX 007555



PROPOSAL
OF

BROWN & ROOT, INC. *Engineers-Constructors*

P. O. BOX 3 • HOUSTON 1, TEXAS

27-5232

Mr. H. F. Hartman

(Customer)

128 Bayshore Drive

Address

Baytown, Texas

City and State

Date: January 16, 1969

No 2356

We propose to furnish the necessary supervision, labor, materials, supplies, tools and equipment (except as modified hereafter) to perform the work briefly described as follows:

Repairs to seawall per sketch prepared by Brown & Root, Inc. and in accordance with instructions of Mr. Hartman.

in accordance with the following terms and conditions:

1. Location of work: 128 Bayshore Drive, Baytown Harris County, Texas.
2. Plans and specifications: Per sketch and instructions
3. Price for the work: Labor and equipment per attachments less 5%
Material and supplies - invoice cost plus 5%
4. Method of Payment: Cash upon completion
5. Work covered by this proposal is guaranteed from failure due to faulty workmanship and/or materials furnished for a period of _____ after date of completion.
6. This proposal includes insurance coverage within the following limits:

a. Workmen's Compensation:	Statutory
b. Employer's Liability:	\$ 100,000.00
c. Contractor's General Liability: Bodily Injury:	\$100/300,000.00
d. Comprehensive Automobile Liability: Bodily Injury	\$100/300,000.00
Property Damage	\$ 10,000.00

Contractor's liability for injury to persons or damage to the property of Customer, whether real or personal, shall be limited to the amount of insurance provided above, or listed in the Special Conditions hereunder, subject to terms and conditions of Contractor's policies:
7. Special Conditions: _____

This proposal is offered for acceptance by you within _____ days from this date, and upon your approval and approval of our home office shall become a binding agreement covering the work herein described. The terms and conditions, including those on the reverse side, are a part of the agreement, and must be stipulated in any subsequent purchase order or contract issued.

ACCEPTED AND APPROVED:

H. F. Hartman
(Customer)

By E. J. Hartman
BROWN & ROOT, INC.
(Contractor)

By _____ Title _____

Date: Jan 16 1969 Job No. 27-5232 Hartman

Home Office

Skill, Integrity, and Responsibility



EXX 007556

GENERAL CONDITIONS

1. Except as modified on the face side hereof, full payment shall be made to Brown & Root, Inc., (hereinafter styled "Contractor") at its home office in Harris County, Texas, within 30 days after the completion of the work and/or receipt of invoice covering the work. Should the price be payable in installment, failure to pay any installment when due shall, at option of Contractor, mature all the remaining installments. Contractor may at any time require satisfactory security, for payment of the price in full, and may cease or delay work pending receipt of such security. Customer shall reimburse Contractor for all expenses of collection, including a reasonable allowance for attorney's fees, and all sums past due shall bear interest at 10 per cent per annum.
2. Contractor's time for performance will be extended for delays caused by strikes or labor disturbances; fires, floods, storms, or other abnormal weather conditions; delays in transportation or in deliveries of materials; acts of God; and other causes beyond the control of the Contractor.
3. Customer's failure to furnish information or other co-operation, or to make payments as agreed, will authorize Contractor, by written notice, to cancel the unexecuted portion of the work and to hold Customer, for the work previously performed.
4. Contractor is not responsible for the proper design and engineering of any work performed or material furnished hereunder, except when Contractor has specifically and expressly undertaken this obligation.
5. Extra work shall not be performed, nor shall the scope-of-work included in this proposal be increased or decreased, unless authorized by Customer in writing, and agreed to by Contractor.
6. It is understood and agreed that upon written request of Customer received within five days of the acceptance of this proposal, Contractor will provide additional insurance including increased coverage and/or limits; and the Customer will reimburse Contractor for the increased premium cost in addition to the price quoted above. In the event Customer fails to conform to this provision, it is further agreed that Contractor's legal liability, if any, to Customer or other party, shall in no event exceed the amount of insurance coverage set forth on the face side hereof, as applicable to the particular risk involved.
7. All representations, warranties, covenants, conditions or promises are printed or written in this proposal or in documents referred to herein. No representative of Contractor is authorized to amend or waive any provision hereof, or to obligate Contractor further, save on written approval by the home office of Contractor. In the event of any conflict between the provisions of this proposal and those of the plans or specifications or other documents herein referred to, the provisions of this proposal shall govern.

HUMBLE OIL & REFINING COMPANY

REF. BT-00-4432

NOVEMBER 7, 1968

EXHIBIT "E"

LABOR VOLUME

\$1,000,000 to \$1,750,000

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
SUPERINTENDENT	\$ 9.02	\$ 9.02
GENERAL FOREMAN	6.86	9.76
CRAFT FOREMAN	6.53	9.29
FIELD ENGINEER	6.53	9.29
JOB CLERK	4.55	6.48
WELDER	6.05	8.61
ELECTRICIAN	6.05	8.61
ELECTRICAL LINEMAN	6.18	8.79
PIPEFITTER	6.05	8.61
CARPENTER	5.92	8.42
HEAVY OPERATOR	5.92	8.42
LIGHT OPERATOR	5.27	7.50
TRUCK DRIVER	4.29	6.11
CONCRETE FINISHER	5.92	8.42
IRONWORKER - STRUCTURAL	5.92	8.42
IRONWORKER - REINFORCING	5.85	8.33
MILLWRIGHT	6.05	8.61
PAINTER - BRUSH	5.72	8.14
PAINTER - SPRAY	5.92	8.42
INSTRUMENT FITTER	6.05	8.61
HELPER (ALL CRAFTS)	4.58	6.52
LABORER	3.45	4.91
LABOR FOREMAN	5.92	8.42
PIPE DETAILER	6.53	9.29
TOOLROOM MAN	3.95	5.62

13

EXX 007558

HUMBLE OIL & REFINING COMPANY

REF. BT-00-4432

NOVEMBER 7, 1968

EXHIBIT "F"

CONSTRUCTION EQUIPMENT LESS OPERATOR

<u>Current Market Value</u>	<u>Description</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
\$ 2,200.00	½-Ton Pick-up-----	\$ 1.00	8.00	40.00	176.00
5,000.00	2-Ton Winch Truck-----	2.20	17.60	88.00	387.20
4,700.00	2-Ton Flat Bed Dump Truck-----	2.20	17.60	88.00	387.20
	Tractor and Float-----				Outside Rental
24,200.00	5-7-Ton Austin Western Model 210---	8.25	66.00	330.00	1,452.00
	12-½ Ton Mobile Crane-----				Outside Rental
19,725.00	Combination Backhoe and Front End Loader with 1 cu. yd. Bucket Cat. Model 922 (rubber tired)----	8.25	66.00	330.00	1,452.00
20,065.00	600-CFM Air Compressor-----	5.50	44.00	220.00	968.00
4,120.00	125-CFM Air Compressor-----	1.75	14.00	70.00	308.00
940.00	200-Amp Gasoline Driven Welding Machine-----	.75	6.00	30.00	132.00
630.00	Pipe Threading Machine from ½" to 2"-----	.75	6.00	30.00	132.00
600.00	300-200-Amp Electric Driven Welding Machine-----	.50	4.00	20.00	88.00
	Pipe Beveling Machine from 8" to 12"-----				Small Tool
	Cutting Rig Complete-----				Small Tool
	2" Pneumatic Pump with Suction and Discharge Hoses-----				Small Tool
	90-lb. Pavement Breaker-----				Small Tool
2,300.00	1-Ton Air Tugger-----	1.50	12.00	60.00	264.00
2,655.00	2-Ton Air Tugger-----	1.75	14.00	70.00	308.00
	Blackhawk One-Shot Conduit Bender, ½" to 2"-----				Small Tool
876.00	600-lb. Sand Blasting Pot, Complete with Hood, Hoses and Nozzles----	1.50	12.00	60.00	264.00
	¾" Magnetic Drill Press-----				Small Tool
	Wire Line Spinner and Spool-----				Outside Rental
58,510.00	25-30-Ton Mobile Crane, Northwest Model 25D-----	13.25	106.00	530.00	2,332.00
	15-Ton Mobile Crane-----				Outside Rental
34,000.00	10-12-Ton Galion Model 110 Hydraulic Crane-----	10.50	84.00	420.00	1,848.00



EXX 007559

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 9, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN BILT

December 26, 1968

Contract C -00- 4319-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 8
for a lump sum price of \$ 314.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>3</u>		Attachments Included	
CONTRACT NO. <u>C-00-4319-C</u> DATED: <u>8/16/68</u>		in Change Order <u>3</u>	
ADDITION/ (DELETION) \$ <u>4,675.37</u>		Letter	Amount
Humble Oil & Refining Company:		<u>12-26-68</u>	<u>314.00</u>
APPROVED: <u>J. A. [Signature]</u>		<u>12-26-68</u>	<u>3,322.37</u>
DATE: <u>1/6/69</u>		<u>12-19-68</u>	<u>194.00</u>
EXCERPTS <u>No</u>		<u>12-10-68</u>	<u>214.00</u>
PROJ. ENG. <u>[Signature]</u> OWNER: _____		<u>12-10-68</u>	<u>631.00</u>
		Total	<u>\$4,675.37</u>

DC 8
FC 4/8
DC 5
DC 4
DC 3

EXX 007560

27-5232
H


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BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWN & ROOT

December 30, 1968

Contract G-00-4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

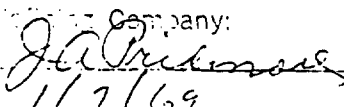
We will perform the additional work described by Design Change # 13
for a lump sum price of \$ 1,150.00. This additional
work will necessitate no days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.


E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>16</u>	
CONTRACT NO. <u>G-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITION: <u>1722.00</u>	
Humble Oil & Refining Company:	
APPROVED: 	
DATE: <u>1/7/69</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E. Williams</u>	OWNER: _____

to include	
Order	
<u>12/30/68</u>	<u>1,150.00</u> <u>13</u>
<u>12/30/68</u>	<u>572.00</u> <u>12</u>
<u>1,722.00</u>	

EXX 007561

7-5232

13
KXIC

BROWN & ROOT, INC. *Engineers Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 • CABLE ADDRESS: BROWNBILT

January 3, 1969

Contract G -00-4326 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
7	268.43		
8	1,634.65		

Total This change \$ 1,903.08.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>7</u>
CONTRACT NO. <u>G-10-4326-C</u> DATED: <u>8/15/68</u>
ADDITION/ (DELETION) \$ <u>1,903.08</u>
Humble Oil & Refining Company:
APPROVED: <u>[Signature]</u>
DATE: <u>1/9/69</u>
EXCERPTS (N.C.)
PROJ. ENG. <u>E. M. Eastham</u> QUANTITY

EXX 007562

27-5232
THIS AGREEMENT, entered into this 8 day of JANUARY
1969, by and between HUMBLE OIL & REFINING COMPANY,
hereinafter referred to as "Humble," and BROWN & ROOT, INC.

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with "Specifications for the Electrical Work Associated with Lube Blender 9 Adjacent to the Oil Movements Control Center, Humble Oil & Refining Company, Baytown, Texas," dated December 16, 1968; Exhibit "A" entitled "General Specifications," dated February 1, 1966; and Exhibit "B" entitled "Electrical Work Associated with Lube Blender 9," dated December 16, 1968, copy of each attached and made a part hereof. Copies of drawings and Baytown Engineering Standards referred to in the specifications have been made available to Contractor, are identified by the parties, and by reference are made a part hereof.

Contractor shall start this work the week of January 6, 1969, and shall complete all work before February 15, 1969.

Supplement "A" entitled "Fair and Equal Opportunity Clause" is attached and made a part hereof.

2. As consideration for the satisfactory performance and completion of this work by Contractor, Humble agrees to pay Contractor the sum of TWENTY-SIX THOUSAND SEVEN HUNDRED SIXTY-FOUR AND NO/100 (\$26,764.00) DOLLARS. This price includes compensation for the following items, which were excluded from the work to be performed by Contractor in Contractor's original bid on this project:

- (1) Contractor shall install Panel 7 in the Oil Movements Control Center Building.
- (2) Contractor shall install and/or remove all motor operators.
- (3) Contractor shall provide and install terminal cabinet doors.

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance *(including Contractors' Protective Liability when subcontractors are used)*, covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$100,000 for each accident, and \$100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

- a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

ATTEST:

SECRETARY

BROWN & ROOT, INC.

By

E. J. Derrick

Vice-President
E. J. DERRICK

HUMBLE OIL & REFINING COMPANY

By

M. C. Hoot

Materials Manager
Baytown Refinery

HJM:tk
(RLFuller)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF **TEXAS**]COUNTY OF **HARRIS**]

Before me, the undersigned authority, on this day personally appeared L. J. DERRICK known to me to be the person whose name is subscribed to the foregoing instrument as, VICE PRESIDENT of BROWN & ROOT, INC., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said BROWN & ROOT, INC.

Given under my hand and seal of office, this the 10th day of January, A. D., 1969.

Joyce Emerson
Notary Public in and for
Harris County, Texas

(SEAL)

EXX 007568

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N. C. Foote known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 8 day of JANUARY, A.D., 1969.

Dorothy H. Keoughan
Notary Public in and for
Harris County, Texas

DOROTHY H. KEOUGHAN
Notary Public in Harris County, Texas
My Commission Expires June 1, 1969

EXX 007569

7-5232

[Handwritten initials and a triangle logo with the letter 'B' inside]

BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWN BILT

December 10, 1968

Contract C -00- 4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 10
for a lump sum price of \$ 645.00. This additional
work will necessitate no days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

[Handwritten signature of E. M. Eastham]

E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>13</u>	
CONTRACT NO. <u>C-00-4279-C</u>	DATED: <u>6/27/68</u>
ADDITION/ (DELETION) \$ <u>1117.00</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Handwritten signature]</i>	
<i>HOM</i>	DATE: <u>12/19/68</u>
EXCERPTS <u>No</u>	
PROJ. ENG: <u>E.B. Williams</u> OWNER: _____	

Attachments Included in Change Order <u>13</u>	
	Amount
<u>12/10/68</u>	<u>645.00</u>
<u>12/10/68</u>	<u>472.00</u>
Total	<u>1117.00</u>

EXX 007570



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

December 10, 1968

Contract C -00- 4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

We will perform the additional work described by Design Change # 11
for a lump sum price of \$ 472.00. This additional
work will necessitate no days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

EXX 007571

27-5232

BROWN & ROOT, INC. *Engineers-Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

December 9, 1968

Contract No. C-00-4279-C

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. H. J. Mason

Gentlemen:

We have incurred an additional expense of \$1,102.75 for x-rays on welds made in our shop for which Humble has agreed to reimburse Brown & Root. This does not include x-rays on welds that have been re-worked. It is my understanding that Mr. E. B. Williams and Mr. W. J. Plocheck have made this agreement with Brown & Root, Inc.

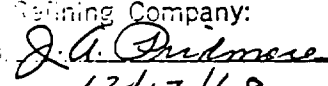
Thank you for your attention in regard to this matter.

Yours very truly,

BROWN & ROOT, INC.


E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO.	14
CONTRACT NO.	C-00-4279-C
DATED:	6/27/68
ADDITION/	\$ 1102.75
Humble Oil & Refining Company:	
APPROVED:	
DATE:	12/17/68
EXCERPTS	No
PROJ. ENG:	E. B. Williams
OWNER:	

EXX 007572

27-5232
JAN
RKR

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

December 19, 1968

Contract C-00-4279-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
44	222.15	60	142.92
45	129.83	61	374.73
46	266.50	62	291.71
47	281.91	63	1,897.35
48	837.35	64	2,821.53
49	511.34	65	1,271.97
50	410.18	66	137.09
51	387.80	67	256.04
58	454.95		
59	1,868.88		

Total This change \$ 12,564.23.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO.	<u>15</u>
CONTRACT NO.	<u>C-00-4279-C</u>
DATE	<u>6/27/68</u>
ADDITIONAL	<u>12,564.23</u>
Humble Oil & Refining Company:	
APPROVED:	<u>J. A. Pridmore</u>
DATE	<u>12/20/68</u>
EXCERPTS	<u>No</u>
PROJ. ENG:	<u>EBWilliams</u>
OWNER:	

EXX 007573

27-5232

[Handwritten initials]

[Handwritten "FFD" in a circle]

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNILT

December 10, 1968

Contract D -00- 4410-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 371.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

[Handwritten signature: E. M. Eastham]
E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>D-00-4410-C</u>	DATED: <u>10/17/68</u>
ADDITION/ (DELETION) \$ <u>371.00</u>	
Humble Oil & Refining Company:	
APPROVED: <i>[Handwritten signature]</i>	
<i>GRD</i> DATE: <u>12/18/68</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>A. W. CLARK</u> OWNER: _____	

EXX 007574

27-5232

[Handwritten signature]

[Handwritten circled mark]

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

December 10, 1968

Contract D-00- 4410-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 2
for a lump sum price of \$ 399.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

[Handwritten signature: E. M. Eastham]
E. M. Eastham

- EME:ns

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>D-00-4410-C</u>	DATED: <u>10/7/68</u>
ADDITION / (DELETION) \$ <u>399.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. C. [Signature]</u>	
DATE: <u>12/20/68</u>	
C.30 EXCERPTS <u>NO</u>	
PROJ. ENG. <u>A. V. CLARK, JR.</u>	

EXX 007575

27-5223



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

December 9, 1968

Contract D-00-4410-C

19W
AKK

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
wgh 1	\$ 62.52		
wgh 2	308.29		

Total This change \$ 370.81.

Very truly yours,

BROWN & ROOT, INC.

Ed Eastham
E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>4</u>	Attachments Included
CONTRACT NO. <u>D-00-4410-C</u> DATED: <u>10/2/68</u>	in Change Order _____
ADDITION/ (DELETION) \$ <u>865.15</u>	Letter Amount
Humble Oil & Refining Company:	<u>12-9-68</u> <u>370.81</u>
APPROVED: <i>J. A. Padon</i>	<u>12-13-68</u> <u>494.34</u>
DATE: <u>12/20/68</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>A. M. CLARK</u> OWNER: _____	<u>865.15</u>
	Total

EXX 007576

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

December 13, 1968

Contract D-00- 4410-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
wgh 3	\$375.24		
wgh 4	119.10		

Total This change \$ 494.34.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

EXX 007577

27-5232

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

November 22, 1968

Contract D-00-4345-C
Design Change No. 3

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. H. J. Mason

Gentlemen:

Please refer to our letter dated November 5, 1968, and revise to read:

...lump sum price of \$220.00 (TWO HUNDRED TWENTY DOLLARS).

Thank you for your usual attention, we remain,

Yours truly,

BROWN & ROOT, INC.


E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>D-00-4345C</u>	DATED: <u>8/20/68</u>
ADDITION/ (DELETION) \$ <u>220.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>J. A. Friedman</u>	
DATE: <u>12/10/68</u>	
EXCERPTS <u>N</u>	
PROJ. ENG: <u>C. B. F.</u>	OWNER: <u>N</u>

EXX 007578

27-5232

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNILT

December 9, 1968

Contract K-00-7494-C

ggw

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

Enclosed are the field changes listed below. It is requested that a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	\$448.76		

Total This change \$ 448.76.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham
E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>K-00-7494-C</u>	DATED <u>8/22/69</u>
ADDITION/ (DELETION) \$ <u>448.76</u>	
Enjay Chemical Company	
APPROVED: <i>J. A. Perkins</i>	
DATE: <u>12/11/68</u>	
EXCERPTS <u>No</u>	
PROJ. ENG: <u>J. F. Farley</u>	OWNER: _____

27-5232

27-5232

BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

November 26, 1968

Contract No. K-00-7534-C
Repairs and Revisions to NRU

Enjay Chemical Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

We wish to offer a rate for the following qualification which is required for the above captioned project, but for which rate was inadvertently omitted:

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>
Instrument Technician	\$8.81	\$11.36

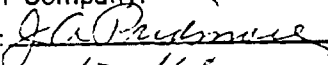
Thanking you for the opportunity of submitting this additional rate, we remain,

Yours very truly,

BROWN & ROOT, INC.


C. E. Littlepage

CEL:ns

CONTRACT CHANGE ORDER NO. <u>2</u>	
CONTRACT NO. <u>K-00-7534-C</u>	DATED: <u>11/15/68</u>
ADDITION/ (DELETION) <u>Added above rate</u>	
Enjay Chemical Company:	
APPROVED: 	
GRO DATE: <u>11/27/68</u>	
DRAFTS <u>Yes</u>	
ENG: <u>M. C. Moore</u> OWNER: <u>E. W. Ferguson</u>	

EXX 007580

27-5232

BROWN & ROOT, INC. *Engineers - Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBIT

December 9, 1968

Contract G -00- 4387-C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. H. J. Mason

Gentlemen:

Enclosed are the field changes listed below. It is requested that
a contract change order be issued accordingly.

<u>FIELD CHANGE</u>	<u>AMOUNT</u>	<u>FIELD CHANGE</u>	<u>AMOUNT</u>
1	\$448.32		

Total This change \$ 448.32.

Very truly yours,

BROWN & ROOT, INC.

E. M. Eastham

EME:ns

Attachment

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>G-00-4387-C</u>	DATED: <u>9/24/68</u>
ADDITION/ (DELETION) \$ <u>448.32</u>	
Humble Oil & Refining Company:	
APPROVED: <u>[Signature]</u>	
DATE: <u>12/9/68</u>	
EXCERPTS <u>N</u>	
PROJ. ENG: <u>RG. Motzcl</u>	OWNER: _____

EXX 007581

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBILT

December 9, 1968

Contract D-00-4410-C

[Handwritten signature]

Humble Oil & Refining Company
Baytown, Texas

Attention: Mr. A. B. O'Brien

Gentlemen:

In accordance with an agreement with Mr. W. J. Plocheck, we have had x-rays made on subject job in our shop. We have incurred an additional expense of \$240.35 for this service, and hereby request reimbursement in this amount.

Thank you for your attention.

Yours very truly,

BROWN & ROOT, INC.

[Handwritten signature: E. M. Eastham]
E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO.	<u>1</u>
CONTRACT NO.	<u>D-M-4410-C</u>
DATED:	<u>10/7/68</u>
ADDITION / (DELETION)	<u>\$ 240.35</u>
Humble Oil & Refining Company:	
APPROVED:	<u>J. A. Dickman</u>
DATE:	<u>12/11/68</u>
EXCERPTS	<u>No</u>
PROJ. ENG.	<u>A. W. Clark</u>
OWNER:	

EXX 007582

27-5232

27-5232

BROWN & ROOT, INC. *Engineers · Constructors*



POST OFFICE BOX 3, HOUSTON, TEXAS 77001 · CABLE ADDRESS: BROWNBLT

November 22, 1968

Contract K -00- 7494 -C

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Gentlemen:

We will perform the additional work described by Design Change # 1
for a lump sum price of \$ 885.00. This additional
work will necessitate NO days extension to the original
contract schedule provided we are authorized to proceed immediately.

Yours very truly,

BROWN & ROOT, INC.

Ed Eastham
E. M. Eastham

EME:ns

CONTRACT CHANGE ORDER NO. <u>1</u>	
CONTRACT NO. <u>K-00-7494-C</u>	DATED: <u>8/22/68</u>
ADDITION/ (DELETION) \$ <u>885.00</u>	
Enjay Chemical Company:	
APPROVED: <u>J. C. Prudmore</u>	
DATE: <u>12/2/68</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>T. A. FARLEY</u>	OWNER: <u>D. L. TENNESSE</u>

EXX 007583

27-5232

**H
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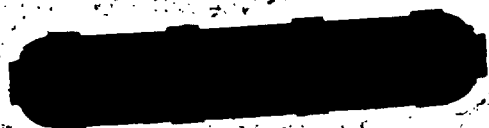
EXX 007210

**BATES NO.
011489-011860**

HUMBLE OIL & REFINING CO.
CONTRACT FILE # 3

27-5232

EXX 007211



010465-5-34

Brown & Root, Inc.

Post Office Box Three, Houston, Texas 77001
August 22, 1969



Sline Industrial Painters, Inc.
P. O. Box 2726
Houston, Texas 77001

Attention: Chas. E. Fox, President

Re: Subcontract No. 27-5232-2622

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5232-2622 dated July 31, 1969.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

We acknowledge receipt of your Payment and Performance Bonds.

Very truly yours,

James L. Worthington
Purchasing Agent

By: W. D. Tellman

WDT:ga

Attachment

cc:	R. E. Plack	(1 w/original attachment)
	R. W. Stephens	(2 w/attachment)
	O. M. Bakken	(less attachment)
	Drew Farmer	(less attachment)

This Copy

EXX 007213



BROWN & ROOT, INC.

SUB-CONTRACT

Page 1 of 7

Job Number 17-5122-703-1

Subcontract No. 17-5122-2621

P. O. No. 17-5122-2622

THIS AGREEMENT made this 1st day of July, 1968
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and Line Industrial Painters, Inc., P. O. Box

1726, telephone: 675-5121

Name Street Address and Telephone Number

a Corporation Delaware with principal offices at:

Give State of incorporation and whether a corporation, partnership, or proprietorship.

Houston State of Texas 77001

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

Enjay Chemical Co. hereinafter

(Name of Owner)

called the "Owner", for the construction of Effluent Pumpover, Package "A"

(Nature of construction under General Contract)

at Baytown, Texas

City

State

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1 The Sublet Work consists of Furnish labor, material, supervision and equipment as required to sand-blast and paint piping and other related items in accordance with Enjay Chemical Co. drawings and specifications and with the "General Conditions" and "Safety Regulations" which are hereby made a part of this Subcontract.

2 The price for the Sublet Work shall be a firm lump sum TOTAL OF SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$17,675.00) which includes, Texas State and Local Sales and Use Taxes but excludes the reimbursable fee cost of the \$17,675.00 Payment and Performance Bond (invoice fee charge separately).

— Continued on Page 2 —

EXX 007214

1. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set by the General Contractor's Job Superintendent.

2. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder unless delivery at this time is waived. Immediate Delivery of Bond is: Waived _____ Required X _____
3. Other special provisions of this subcontract are: (a) Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

(b)

All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

(c)

Subcontractor to contact the General Contractor's Job Superintendent to schedule and co-ordinate this Subcontract.

(d)

Before commencing work and before this Subcontract becomes effective, the Subcontractor shall furnish the General Contractor with his Insurance Certificate and the required \$17,675.00 Performance and Payment Bonds.

— Continued on Page —

*Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.

EXX 007215

11. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from all claims, damages, losses, costs and expenses, including attorney's fees, which may be asserted against or incurred by General Contractor or Owner, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of General Contractor or Owner, which may be asserted against or incurred by General Contractor or Owner, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of General Contractor or Owner, which may be asserted against or incurred by General Contractor or Owner, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of General Contractor or Owner.

12. Subcontractor, notwithstanding the provisions of Paragraph 11, assumes all risk of loss or damage to Subcontractor's tools, equipment or property from any cause, including fire, theft or damage. General Contractor and Owner shall not be responsible for any loss or damage to Subcontractor's tools, equipment or property from any cause, including fire, theft or damage. General Contractor and Owner shall not be responsible for any loss or damage to Subcontractor's tools, equipment or property from any cause, including fire, theft or damage.

13. Subcontractor, notwithstanding the provisions of Paragraph 11, assumes all risk of loss or damage to Subcontractor's tools, equipment or property from any cause, including fire, theft or damage. General Contractor and Owner shall not be responsible for any loss or damage to Subcontractor's tools, equipment or property from any cause, including fire, theft or damage. General Contractor and Owner shall not be responsible for any loss or damage to Subcontractor's tools, equipment or property from any cause, including fire, theft or damage.

14. In the event after seven (7) days written notice from General Contractor to Subcontractor pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with its own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials and supplies then in use in performing the Sublet Work and in the event General Contractor elects to use all or any part thereof no rental shall be paid by it therefor and no credit against retention except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part in the projects and agreed to anticipate thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10) percent of the cost thereof. This right shall be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a renunciation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work, nor shall the exercise or non-exercise of such right preclude any other remedy the General Contractor or Owner may have including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the job superintendent he may, within the time specified herein, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final and conclusive. Subcontractor agrees to cooperate fully with General Contractor and not to impound thereafter of the manner in which the job is being completed the Sublet Work.

15. The covenants, representations and agents of both parties to this contract shall not have the right to assign or sublet any part of the agreement between the parties for the performance of the Sublet Work, and the Subcontractor shall not be allowed to assign or sublet any part of the agreement between the parties for the performance of the Sublet Work, and the Subcontractor shall not be allowed to assign or sublet any part of the agreement between the parties for the performance of the Sublet Work.

16. In the performance of the Sublet Work the Subcontractor is an independent contractor and the job superintendent shall not be responsible for the performance of the Sublet Work, and the Subcontractor shall not be responsible for the performance of the Sublet Work, and the Subcontractor shall not be responsible for the performance of the Sublet Work.

17. Subcontractor shall not be responsible for the performance of the Sublet Work, and the Subcontractor shall not be responsible for the performance of the Sublet Work, and the Subcontractor shall not be responsible for the performance of the Sublet Work.

18. The terms and conditions of this contract shall be subject to the terms and conditions of the General Contract, and the Subcontractor shall not be responsible for the performance of the Sublet Work, and the Subcontractor shall not be responsible for the performance of the Sublet Work.

Subcontractor shall comply with all applicable laws, regulations, codes and regulations, including all environmental regulations, and shall obtain and maintain all necessary permits, licenses, certificates, and approvals. Subcontractor shall be responsible for obtaining and maintaining all necessary permits, licenses, certificates, and approvals for the Subcontract Work. Subcontractor shall be responsible for obtaining and maintaining all necessary permits, licenses, certificates, and approvals for the Subcontract Work.

Subcontractor shall be responsible for obtaining and maintaining all necessary permits, licenses, certificates, and approvals for the Subcontract Work. Subcontractor shall be responsible for obtaining and maintaining all necessary permits, licenses, certificates, and approvals for the Subcontract Work. Subcontractor shall be responsible for obtaining and maintaining all necessary permits, licenses, certificates, and approvals for the Subcontract Work. Subcontractor shall be responsible for obtaining and maintaining all necessary permits, licenses, certificates, and approvals for the Subcontract Work.

Statutory

- a. Workers Compensation
 - (i) If marine operations are involved, endorsements shall provide maritime coverage, including Voluntary-Marine Endorsement, Outer Continental Shelf and U.S. Longshoremen's & Harborworkers Act.
- b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)

Bodily Injury	\$100,000 per person \$300,000 per accident \$100,000 per accident
Property Damage	
- c. Automotive (Owned or Non-Owned)

Bodily Injury	\$100,000 per person \$300,000 per accident \$100,000 per accident
Property Damage	
- d. If Marine vessels are involved: Hull Protection and Indemnity Insurance

	Full Value Full Value but not less than \$200,000
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- e. Other:

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section 1 of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing to General Contractor no such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control, neat and orderly at all times, and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor request it, and within ten days before commencing the Sublet Work or at any time before commencing the Sublet Work. Such bond shall be in full and with adequate coverage satisfactory to General Contractor, and in such amount as may be specified by General Contractor. Adequate coverage performance of the Sublet Work and any damages that may result from the breach of this Subcontract. If Subcontractor fails to comply with the special provisions, General Contractor shall pay the premium. If immediate delivery is required by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and specifically shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations as attached hereto may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work covered by the General Contractor is embodied in this written Subcontract, and it is agreed that this Subcontract has not been altered, amended, modified, supplemented, or otherwise changed by any oral or written representation, promise, or agreement, and that this agreement is therefore based entirely upon the written instrument constituting this Subcontract. In view of the parties and supervised all proposals and negotiations, not express or implied, it is further agreed that this agreement shall not be changed, modified, amended, or supplemented by any subsequent agreement, unless the same is in writing and signed by both parties. In the event of a Purchase Order Work Order or other similar document issued in connection with this Subcontract, it is understood that any printed provisions of such order document have no application, and that the printed provisions of this Subcontract shall be controlling, but the type-written or handwritten provisions of such

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other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown in the drawings but omitted from the specifications or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. Work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work, which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In each event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to Subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED

Owner

By: _____

Title: _____

Date: _____

BROWN & ROOT, INC.

(General Contractor)

By: James L. Worthington

Title: JAMES L. WORTHINGTON
President

By: Charles E. Fox

Title: Charles E. Fox
President