PURCHASE CONTRACT ADV'' AND ABSTRACT

File in Law AMENDMENT

GEN 2141 REV. 5 (7-81)

SUPPLIER	CONTRACT DATED
Arthur Brothers, Incorporated	January 1, 1977 Amend. - Feb. 2, 1982

COMMODITY/SERVICE

Cost Plus % Markup Maintenance Labor

FACILITY/DIV./SUBSID. COVERED

CCC, Inc. - Bay City, Bishop, Corpus Christi & Pampa

PLAINTIFF'S EXHIBIT

CEL-1416

CONTRACT TERM

1977 and year to year thereafter

TERMINATION RIGHTS AND NOTICE REQUIREMENTS

Terminable by either party at end of any year on 60 days prior written notice.

	MAXIMUM	MINIMUM	FIXED	REQUIREMENTS
QUANTITY	- - - - -	- - - - -	- - - - -	☐ PARTIAL ☐ FULL

UNIT PRICE AND F.O.B.	TOTAL DOLLAR VALUE
Wages and salaries plus 31-28% (of straight time & straight time portion of overtime) depending on total annual wage cost increment (see Exhibit E) plus 10% of overtime premium; cost of equipment rentals, subcontracts, miscellaneous materials (except small tools not exceeding $400), plus 10%.	As required
PRICE CHANGE PROVISIONS	**TERMS OF PAYMENT**
Change wage/salary rates anytime, but subject to CCC, Inc. approval.	Weekly, Net 14

SPECIAL FEATURES/REMARKS

AMENDMENT

Modifies Art. 9(a). Annual contract period (for determination of markup/fee) shall be same as contractor's accounting year, rather than calendar year (may vary from 52 to 53 weeks). Arthur Bros. to give written notice of same each year. Notices of 12-22-81 and 2-10-82 also filed herewith establish current period as 12/21/81 through 12/26/82.

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BY J. S. Karesh — CONTRACT ADMINISTRATION, LAW DEPT. — DATE 3-9-82

CELANESE
CHEMICAL COMPANY, INC.

February 2, 1982
Ref. No.: JSK-61-82

Arthur Brothers Incorporated
P. O. Box 792
Kingsville, Texas 78363

Attention: Mr. L. R. Smith
Vice President

Re: Cost Plus Fee Maintenance Contract
dated January 1, 1977

Gentlemen:

This will confirm our agreement to amend the above referenced contract between us to redefine the annual period during which direct wage costs are accumulated to determine appropriate fee application. We are agreeable that such periods shall coincide with your accounting years for payroll and tax purposes rather than calendar years.

To this end, the last sentence of Article 9(a) of said contract shall be deleted and the following substituted in its place.

"For the purpose of determining the Contractor's fee hereunder, the commencement date of each annual period under this contract shall be the same as the commencement date of each accounting year of Contractor for its payroll and tax purposes. It is understood that such periods may vary from 52 to 53 weeks in length. Prior to the commencement of each such period, Contractor shall inform Company by written memorandum of the beginning and ending dates of such accounting year when same are established."

If the foregoing accurately reflects your understanding, please so indicate by signing below and returning the enclosed copy of this letter to us.

Very truly yours,

CELANESE CHEMICAL COMPANY, INC.

LAW DEPT.

J. A. Bousquet, Jr. - Director, Transportation, Distribution and Purchasing

AGREED TO:

ARTHUR BROTHERS INCORPORATED

By _____

Title Vice-President

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