PLAINTIFF'S EXHIBIT
EXX 111
PENGAD-Bayonne,N.J

INTER-OFFICE CORRESPONDENCE

LOUISIANA DIVISION

BATON ROUGE, LA.

December 23, 1952

Dr. A. R. Choppin and Dr. Philip W. West
Re: Air Pollution Survey Agreement

Dr. R. K. Dix
Process Engineering Department
Building

Dear Dr. Dix:

Attached are the original and four copies of a redraft of the proposed contract with the above parties.

You will note that Paragraph (12) has been re-written to provide that we will pay a specific sum of money to be used by the contractors for the purchase of a truck. Upon the termination of this agreement, the truck shall be sold if it has a resale value and the net proceeds shall be returned to us to be applied as a reduction in the aggregate cost of the work. This arrangement applies only to the original truck, and it is possible that the truck could be destroyed by fire and replaced through insurance money so that no reimbursement would be given to our Company. We could provide, of course, that the same arrangement would apply to a replacement truck, since I am sure that the cost of the insurance will also be included in the total consideration for the work.

It will be necessary that the amounts of insurance be fixed by letter arrangement with the contractors and the amount of insurance can be discussed at your first conference with them. We will also need to discuss the amount of the first payment, since they will probably require the first installment to be large enough to purchase the equipment they will need.

Yours very truly,

Powell A. Casey
Law Department

PAC:ca
Enclosure

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS AGREEMENT by and between ESSO STANDARD OIL COMPANY, a Delaware corporation, having an address at P. O. Box 551, Baton Rouge, Louisiana, herein represented by _____, duly authorized, hereinafter referred to as "Esso," and A. R. CHOPPIN and PHILIP W. WEST, residents of the City of Baton Rouge, State of Louisiana, hereinafter jointly referred to as "Contractors,"

W I T N E S S E T H T H A T :

1. Contractors shall furnish all the personnel, work, materials and transportation necessary, and shall determine the nature and amounts of foreign materials which may be present in the atmosphere in and around Esso's installations in East Baton Rouge and West Baton Rouge Parishes, Louisiana.

2. Contractors agree that in carrying out this work they shall do and perform the following:

a. Sampling

Sampling of the atmosphere shall be made by Contractors at six (6) points to be selected by Esso in its Refinery property in East Baton Rouge Parish, Louisiana; provided that at the option of Esso one of such points may be located on Esso's Maryland Tank Farm in East Baton Rouge Parish and one may be located on Esso's Anchorage Tank Farm in West Baton Rouge Parish. In addition, Contractors shall take blank samples at points selected by them not less than five (5) miles from the industrial area of the City of Baton Rouge, Louisiana, in locations chosen and furnished by Contractors as being representative of the most favorable atmospheric conditions existing in the general area of the City of Baton Rouge. Contractors shall take samples at each sample point twice each month at intervals of approximately fifteen (15) days. Six (6) additional selected samples during the term of this contract shall be taken by Contractors at times to be selected by Esso after giving reasonable notice to Contractors.

b. Scope of Investigation

(1) Investigations and survey of corrosion shall be included in the work to be done by Contractors and test strips of iron, steel, copper, zinc, aluminum, and rubber shall be mounted at all sample points, including the blank sample points, and checked at thirty (30) day intervals.

(2) The data obtained shall include checks of dust conditions to determine the dust fall, the dust count and dust identification, including particle counts in each case, for silica, alumina, soda ash, salt cake, sodium chloride, pollen and plant fibers, amorphous materials, and miscellaneous materials, all at a frequency corresponding to the sampling schedule outlined in (a) above.

(3) The work shall include chemical analyses to determine the presence of hydrogen sulphide, sulphur dioxide, chloride, ammonia, chlorine and sulfate, on samples taken according to the schedule outlined in (a) above.

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(4) Contractors shall use their best efforts to introduce and develop suitable procedures for the detection and determination of the presence in the atmosphere at the above check points of aldehydes, saturated and unsaturated hydrocarbons, chlorinated hydrocarbons, and certain specific compounds such as butadiene and styrene, or other materials they deem desirable to investigate.

3. This contract shall run for a period of one (1) year, beginning _____, 1953.

4. Contractors take cognizance of the fact that the work to be done hereunder will require their admittance to Esso's Refinery and tank farms and agree that they and their employees shall observe and abide by all fire, safety, traffic and identification regulations of Esso. All equipment to be used by Contractors on Esso's premises shall be subject to inspection and approval by Esso's safety engineer and shall be operated in accordance with Esso's traffic, fire and safety regulations.

5. Contractors shall be deemed in all respects to all the work to be done hereunder independent contractors and any employees or workmen used by them in connection with said work shall be deemed to be their employees and not in any sense the employees or servants of Esso. Contractors agree, however, that because of their special proficiency in the field of work to be done hereunder they shall themselves conduct or directly supervise the sampling and analytical operations.

6. Detailed records of all work to be done hereunder shall be kept and all data, determinations, findings, results and conclusions shall be furnished promptly to Esso in writing and signed by Contractors. All data, determinations, findings and conclusions as a result of Contractors' work hereunder, shall not be communicated to or made available to third parties without the written consent of Esso. At the end of the period of this contract, a written summarization of Contractors' findings shall be given to Esso.

7. It is also understood and agreed that Contractors shall employ and pay all their employees in compliance with the requirements of the Fair Labor Standards Act of 1938, and amendments and supplements thereto.

The Contractors agree to and do hereby accept full and exclusive liability for the payment of any and all contributions and taxes for unemployment compensation insurance or old age pensions or annuities now or hereafter

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imposed by any federal or state governmental authority which are imposed with respect to the measured by the wages, salaries or other compensation paid by the Contractors to persons employed by the Contractors and to indemnify and save Lessee harmless against such liability.

8. Contractors shall be responsible for and make good to the satisfaction of Lessee any loss of or damage to existing structures and property belonging to Lessee if such loss or damage is due to the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors; provided, however, Contractors' liability shall be limited to the amount of insurance carried by Contractors to insure such risks or the sum of $25,000, whichever is greater.

Contractors shall indemnify and save Lessee harmless from all claims for damage to property other than Lessee's property arising under or by reason of this agreement if such claims result from the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors.

9. Contractors shall indemnify and save Lessee harmless from all claims for injuries to or death of any and all persons arising under or by reason of this agreement if such claims result from the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors.

10. (a) Contractors shall, at their own expense, carry and maintain insurance with companies satisfactory to Lessee as follows:

(1) Workmen's Compensation and Employer's Liability Insurance for all of Contractors' employees engaged in the performance of this contract. If any of the work is sublet, Contractors shall require the subcontractors to provide Workmen's Compensation and Employer's Liability insurance for the latter's employees, unless such employees are covered under the Contractors' insurance.

(2) Contractor's Public Liability Insurance and, in addition, if any of the work is sublet, Contractor's Protective Liability Insurance covering claims for bodily injuries or death for amounts satisfactory to Lessee, and for property damage in amounts satisfactory to Lessee.

(3) Automobile Liability Insurance covering claims for bodily injuries or death and damage to property for amounts satisfactory to Lessee arising out of the use of motor vehicles in the performance of this contract.

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(b) The Contractors shall have their insurance carriers furnish to Esso certificates certifying that all insuran under this agreement is in force, such certificates to stipulate insurance will not be canceled while the work herein specified is without ten (10) days' prior written notice by registered mail to The Contractors shall on request permit Esso to examine original policies issued in compliance with the requirements hereof. Sho Contractors at any time neglect or refuse to provide the insuran herein, or should such insurance be canceled, Esso shall have th procure the same and the cost thereof shall be deducted from mon or thereafter to become due the Contractors. Contractors shall work under this agreement until all of the insurance required un Paragraph 10 shall have been obtained and approved by Esso.

11. The contract price to be paid by Esso to Contract to be performed hereunder and all material to be supplied, except truck hereinafter mentioned, shall be the sum of _____ _____ ($) Dollars, to be paid in twelve (12) stallments. The first of such installments shall be in the sum _____ ($) Dollars and shall be _____ _____, 1953. The remaining eleven monthly shall be in the amount of _____ ($ Dollars, each payable on the _____ day of each succeedi

12. As a part of the consideration for this contract, to Contractors the additional sum of _____ ($) Dollars, the receipt of which is hereby acknowle tractors, which is to be used by Contractors for purchasing for one (1) truck of the type as shown on the attached Schedule A. the said truck shall be in the name of Contractors and it is in the said truck shall be used by Contractors for the performance to be done under this agreement. Any repairs, expenses or othe connection with the said truck, or any replacement thereof, shal sole expense of Contractors. Such truck shall be the property

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and shall be covered by the insurance policy or policies provided for in Paragraph 10 (a) (3) hereof. In addition, Contractors shall carry fire, theft, and collision insurance on such truck during the term of this agreement. At the termination of this contract, Contractors agree that if the original truck purchased by Contractors with the money paid by Esso to Contractors under the terms of this paragraph has a resale value, it shall be sold by Contractors, and the net amount so received by Contractors through such sale shall be paid over to Esso to be applied as a reduction in the aggregate consideration being paid by Esso under this agreement.

13. No part of the work herein called for shall be subcontracted by Contractors without the written consent of Esso.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate originals, at Baton Rouge, Louisiana, this _____ day of _____ _____, 195___.

WITNESSES:

_____

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_____

_____

_____

_____

_____
A. E. Choppin

_____
Philip W. West

ESSO STANDARD OIL COMPANY

By_____

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS AGREEMENT by and between ESSO STANDARD OIL COMPANY, a Delaware corporation, having an address at P. O. Box 551, Baton Rouge, Louisiana, herein represented by _____, duly authorized, hereinafter referred to as "Esso," and A. R. CHOPPIN and PHILIP W. WEST, residents of the City of Baton Rouge, State of Louisiana, hereinafter jointly referred to as "Contractors,"

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2. Contractors agree that in carrying out this work they shall do and perform the following:

a. Sampling

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b. Scope of Investigation

(1) Investigations and survey of corrosion shall be included in the work to be done by Contractors and test strips of iron, copper, zinc, aluminum, and rubber shall be mounted at all sample points, including the blank sample points, and checked at thirty (30) day intervals.

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(3) The work shall include chemical analyses to determine the presence of hydrogen sulphide, sulphur dioxide, chloride, ammonia, chlorine and sulfate, on samples taken according to the schedule outlined in (a) above.

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imposed by any Federal or State governmental authority which are imposed with respect to or measured by the wages, salaries or other compensation paid by the Contractors to persons employed by the Contractors and to indemnify and save Esso harmless against such liability.

8. Contractors shall be responsible for and make good to the satisfaction of Esso any loss of or damage to existing structures and property belonging to Esso if such loss or damage is due to the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors; provided, however, Contractors' liability shall be limited to the amount of insurance carried by Contractors to insure such risks or the sum of $25,000, whichever is greater.

Contractors shall indemnify and save Esso harmless from all claims for damage to property other than Esso's property arising under or by reason of this agreement if such claims result from the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors.

9. Contractors shall indemnify and save Esso harmless from all claims for injuries to or death of any and all persons arising under or by reason of this agreement if such claims result from the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors.

10. (a) Contractors shall, at their own expense, carry and maintain insurance with companies satisfactory to Esso as follows:

(1) Workmen's Compensation and Employer's Liability Insurance for all of Contractors' employees engaged in the performance of this contract. If any of the work is sublet, Contractors shall require the subcontractors to provide Workmen's Compensation and Employer's Liability insurance for the latter's employees, unless such employees are covered under the Contractors' insurance.

(2) Contractor's Public Liability Insurance and, in addition, if any of the work is sublet, Contractor's Protective Liability Insurance covering claims for bodily injuries or death for amounts satisfactory to Esso, and for property damage in amounts satisfactory to Esso.

(3) Automobile Liability Insurance covering claims for bodily injuries or death and damage to property for amounts satisfactory to Esso arising out of the use of motor vehicles in the performance of this contract.

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(b) The Contractors shall have their insurance carrier or carriers furnish to Esso certificates certifying that all insurance required under this agreement is in force, such certificates to stipulate that the insurance will not be canceled while the work herein specified is in progress without ten (10) days' prior written notice by registered mail to Esso. The Contractors shall on request permit Esso to examine original insurance policies issued in compliance with the requirements hereof. Should the Contractors at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled, Esso shall have the right to procure the same and the cost thereof shall be deducted from moneys then due or thereafter to become due the Contractors. Contractors shall not commence work under this agreement until all of the insurance required under this Paragraph 10 shall have been obtained and approved by Esso.

11. The contract price to be paid by Esso to Contractors for all work to be performed hereunder and all material to be supplied, except for the truck hereafter mentioned, shall be the sum of _____ _____( ) Dollars, to be paid in twelve (12) monthly installments. The first of such installments shall be in the sum of _____ _____($) Dollars and shall be paid on _____ _____, 1953. The remaining eleven monthly installments shall be in the amount of _____($) Dollars, each payable on the _____ day of each succeeding month.

12. As a part of the consideration for this contract, Esso has paid to Contractors the additional sum of _____ ($) Dollars, the receipt of which is hereby acknowledged by Contractors, which is to be used by Contractors for purchasing for their account one (1) truck of the type as shown on the attached Schedule A. The title to the said truck shall be in the name of Contractors and it is intended that the said truck shall be used by Contractors for the performance of the work to be done under this agreement. Any repairs, expenses or other charges in connection with the said truck, or any replacement thereof, shall be at the sole expense of Contractors. Such truck shall be the property of Contractors

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and shall be covered by the insurance policy or policies provided for in Paragraph 10 (a) (3) hereof. In addition, Contractors shall carry fire, theft, and collision insurance on such truck during the term of this agreement. At the termination of this contract, Contractors agree that if the original truck purchased by Contractors with the money paid by Esso to Contractors under the terms of this paragraph has a resale value, it shall be sold by Contractors, and the net amount so received by Contractors through such sale shall be paid over to Esso to be applied as a reduction in the aggregate consideration being paid by Esso under this agreement.

13. No part of the work herein called for shall be subcontracted by Contractors without the written consent of Esso.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate originals, at Baton Rouge, Louisiana, this _____ day of _____ _____, 195___.

WITNESSES:

_____

_____

_____

_____

_____

_____

_____
A. R. Choppin

_____
Philip W. West

ESSO STANDARD OIL COMPANY

By_____

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