

SOUTHWESTERN REFINING COMPANY, INC.

P O BOX 9217 • CORPUS CHRISTI TEXAS 78408

March 20, 1986



Thorpe Insulation Company
P. O. Box 9785
Corpus Christi, Texas 78469

Dear Sirs:

Please find enclosed your executed copy of the contract for Construction or Field Services No. 8552C for future work to be done for Southwestern.

Invoices for work done on this contract should contain the Contract Number. Please send invoices to our Accounts Payable Department at the above address.

We appreciate your cooperation in providing services for Southwestern.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mrs. Martha Buck".

Mrs. Martha Buck
Acting A.F.E. Coordinator/
Contract Administration

MB/pw

Enclosure

xc:

SWRT/Asbestos 5762

1H 088373



A SUBSIDIARY OF KERR-MCGEE REFINING CORPORATION

PROHIBITED ITEMS AND SUBSTANCES

It is the policy of Southwestern Refining Company to maintain a work environment that is safe as well as conducive to job performance. Consistent with this policy, the following items and substances are prohibited on Southwestern property or in the possession of Southwestern's employees or its contractor's employees at any place while performing assigned duties for Southwestern:

- Liquor or other intoxicating beverages
- Unauthorized explosives
- Knives, firearms, and other weapons
- Prohibited drugs
- Drug paraphernalia

A prohibited drug is any drug which the use, possession, transfer or storage thereof is illegal or any drug, including a prescription or over-the-counter drug, the prior use of which has not been approved by company medical personnel. Use of all medication must be reported to the Southwestern supervisor.

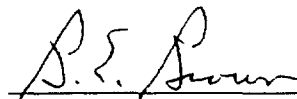
Drug paraphernalia is any item which has been used, or is commonly known to be used, for the administering, transferring, or storing of a prohibited drug.

Southwestern reserves the right to determine what items and substances are prohibited.

Entry upon Southwestern property, including land, buildings, structures, installations, and vehicles, is conditioned upon the right by Southwestern to inspect all persons and their possessions for any prohibited items and substances.

From time to time and without prior notice, Southwestern-authorized representatives or contractors will conduct inspections of anyone entering or upon Southwestern property as well as conduct inspections of anyone at any place while they are performing assigned duties for Southwestern. This inspection may include, but is not limited to, desks, personal possessions, clothing, and vehicles. When appropriate, items found which are in violation of the policy may be retained by Southwestern and turned over to law enforcement authorities.

Any person who is found to be in violation of this policy or who refused to permit an inspection may be removed and barred from Southwestern property and, if an employee, will be subject to appropriate disciplinary action including discharge.



B. E. Brown

Vice President & General Manager
Southwestern Refining Company, Inc.

I have read and will comply with the above Southwestern Refining Company policy.

SWRI/Asbestos 5763



Signature

AUGUST 6, 1985
Date

1H 088371

Representing THORPE INSULATION COMPANY

SOUTHWESTERN REFINING COMPANY, INC.
CONSTRUCTION OR FIELD SERVICES
AGREEMENT

THIS AGREEMENT is made and entered into as of the 5TH day of FEBRUARY, 1986.

by and between SOUTHWESTERN REFINING COMPANY, INC., _____ ("Company")

and THORPE INSULATION COMPANY _____ with offices at

4780 Westway Drive, P.O. Box 9785, Corpus Christi, Texas 78469 ("Contractor")

for work to be performed by Contractor at the Facility of the Company located in Corpus Christi, Tx ("Facility") under the following terms and conditions:

1. **THE WORK:** Contractor shall perform and complete for the Company the work ("Work") described in Appendix A attached hereto and made a part hereof.

Contractor agrees, except as otherwise expressly provided herein, to (a) furnish all labor, supervision, materials, tools, equipment, utilities and services needed to complete the Work, (b) secure all necessary licenses and permits required for the prosecution of the Work and provide any bond required by law in connection therewith and (c) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to materials and services furnished by Contractor hereunder.

2. **COMPENSATION:** For the performance of the Work the Company shall pay Contractor compensation in the following amount and manner and at the following times:

Contractor shall be paid a lump sum of Sixty-Two Thousand Four
Hundred and Sixty Four Dollars, (\$62,464), upon successful
completion of the work.

3. **TIME OF COMPLETION:** Time is of the essence in this Agreement. Contractor shall promptly commence the Work and shall complete the Work not later than _____. Contractor shall promptly notify the Company upon completion of the Work. commence February 21, 1986 - complete February 22, 1986

4. **REPRESENTATIVES:** The Company and Contractor hereby designate Jerry Buhler
_____ and Russell Moake _____, respectively as representatives to consent, approve, and otherwise act on its behalf of each party under this Agreement.

5. **WARRANTIES AND GUARANTEES:** Contractor warrants that the Work shall be performed in a good and workmanlike fashion and manner and guarantees that the Work shall be free from defects in materials and workmanship and shall be performed strictly in accordance with all specifications, plans and drawings, if any, furnished by the Company. All materials incorporated into the Work by Contractor shall conform to specifications, if any, shall be new unless otherwise stated, shall be free from defects, shall be fit for the use and purpose intended and shall not be subject to any chattel mortgage, security agreement or other interest in a third party. The Company's payment of all or any part of the compensation payable to Contractor hereunder, or its use or acceptance of the Work, shall not be construed as an admission of the satisfactory performance by Contractor of this Agreement.

6. **INDEMNIFICATION:** (a) Contractor expressly agrees to indemnify and to defend and hold harmless the Company, its directors, employees and agents, free from any and all claims, damages, judgments, losses and expenses, including attorney fees, howsoever the same may be caused, arising out of or resulting from, directly or indirectly, the performance of the Work or the Contractor's failure to comply with any of its obligations contained in this Agreement. (b) Contractor further agrees to indemnify and to defend and hold harmless the Company from any claim or liability for damage to or loss of materials, tools and equipment supplied by Contractor or by Contractor's subcontractors in connection with the Work, and if such property is insured Contractor agrees to obtain and furnish to Company a waiver of subrogation in favor of Company. (c) The word "Company" as used in this Paragraph shall mean Southwestern Refining Company, Inc., Kerr-McGee Refining Corporation, Kerr-McGee Corporation, subsidiaries of each, and the directors, employees and agents of each and of their subsidiaries.

7. **INSURANCE:** Contractor shall at its own expense carry and maintain insurance policies in a company or companies satisfactory to the Company in the following types and amounts:

Statutory Workmen's Compensation Insurance coverage, including Employer's Liability coverage of not less than \$100,000 each accident; Comprehensive Public Liability Insurance, covering all operations (including Completed Operations and Products) of Contractor, including operations under subcontracts, and covering all vehicles and equipment (whether owned, rented or borrowed), with limits of not less than \$100,000 for injuries to, or death of, any one person, and \$300,000 for injuries to, or death of, two or more persons in any one accident; and \$100,000 for damage to property in any one accident.

Contractor shall provide the Company with insurance certificates showing the above coverage, and containing the following statement:

"Ten (10) days' notice will be given to the Company before material change in or cancellation of this policy shall be effective."

Public Liability Policies shall insure Contractor's liability under Paragraph 6(a) hereof.

Contractor agrees to provide the Company with any special insurances and additional coverages or limits which the Company may by notice to Contractor require, the reasonable cost thereof to be reimbursed to Contractor by the Company.

8. **LIENS:** Contractor shall discharge at once all liens which may be filed in connection with the Work and shall defend and hold harmless the Company and the premises upon which the Work is performed. Prior to final payment, and as a condition thereto, Contractor shall furnish to the Company written releases and waivers of all rights to claim or file liens, in form satisfactory to the Company, executed by Contractor and any other party furnishing labor, materials and equipment used in performance of the Work.

9. **APPLICABLE LAWS:** Contractor, its employees and all others acting under its direction or control, shall at all times observe and comply with any and all applicable provisions of federal, state and local laws, regulations and codes pertaining to the Work and with all safety and other regulations of the Company. Contractor represents that it has acquainted itself with same, including but not limited to, the Federal Occupational Safety and Health Act of 1970, and warrants that it, its employees and subcontractors, shall comply therewith.

10. **WORK CHANGES:** The Company may at any time by written notice to Contractor require changes, including increases and decreases therein, in the scope of the Work in which event the compensation payable Contractor shall be adjusted by the mutual agreement of the parties. No claim by Contractor for extra, additional or different work or any extension of time within which to complete the Work will be allowed without the Company's written authorization and consent given prior to the undertaking of or incurring of any expense in connection therewith.

11. **HOUSEKEEPING:** Contractor shall at all times maintain good housekeeping at the worksite and upon completion of the Work shall remove all debris and waste material and leave the Facility in a neat and clean condition, all to the satisfaction of the Company.

12. PROPRIETARY INFORMATION: Contractor shall maintain in secrecy all proprietary information of the Company revealed to it during the performance of the Work hereunder, including that relating to equipment and to manufacturing processes, and shall secure from others in its employ, including any subcontractors, agreements for the benefit of the Company to effect the purpose of this paragraph.

13. OTHER CONTRACTORS: The Company reserves the right to enter into contracts with other contractors for work to be performed contemporaneously with the performance of the Work hereunder, whether or not such other work is related to the Work. Contractor agrees to fully cooperate with such other contractors, if any, in properly coordinating its work with theirs. The decision of the Company with respect to all matters of coordination shall be final and binding upon Contractor.

14. PURCHASE ORDER: A purchase order referring to this Agreement may be issued by the Company for record and accounting purposes. Such purchase order shall in no way amend or supplement this Agreement or the terms and conditions hereof.

15. CONTRACTOR LICENSED: Contractor represents that it and its employees are licensed in accordance with all applicable federal, state, and local laws, regulations and ordinances to do the Work hereunder.

16. TERMINATION FOR CONVENIENCE OF COMPANY: The Company may in its sole and absolute discretion for any reason at any time upon written notice to Contractor terminate this Agreement. In the event of such termination the compensation to be paid hereunder shall be adjusted by the mutual agreement of the parties hereto. In no event, however, shall Contractor be entitled to any prospective profits or reimbursement of prospective overhead, because of such termination.

17. INSPECTION: The Company may conduct such tests and make such inspections of the Work as it deems desirable to ensure that the Work is being performed in accordance with the obligations of the Contractor hereunder. If such tests or inspections indicate that the Work fails to satisfy such requirements, Contractor shall at its sole cost and expense remedy the deficiencies therein. Nothing herein shall be construed or interpreted to mean that any inspection, test or approval given by the Company or Company's representative shall relieve Contractor from its obligations hereunder.

18. INDEPENDENT CONTRACTOR: In performance of the Work, Contractor shall operate as an independent contractor and not as agent of the Company, and as such shall have absolute and full power of management and direction in all matters relating to the Work.

19. NON-DISCRIMINATION: The Contractor certifies: in contracts over \$2,500, that it complies with the provisions of 20 CFR §741 pertaining to Employment of the Handicapped; in contracts over \$10,000, that it complies with the provisions of §202 of Executive Order 11246 as amended, pertaining to Equal Employment Opportunity and that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise; Contractor's policies and practices must assure appropriate physical facilities to both sexes. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)."

20. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign this Agreement, subcontract any of the Work, or assign any moneys to become due hereunder without the prior written consent of the Company.

21. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement is the entire agreement between the parties and supersedes all previous agreements, understandings, representations, warranties, promises and conditions, written and oral, with respect to the Work. No change, modification of or addition to this Agreement shall be effective unless in writing and signed by both parties.

The parties have executed this Agreement as of the date first above written..

COMPANY:

CONTRACTOR:

SOUTHWESTERN REFINING COMPANY, INC.

1-84

BY

Morgan Moore

Morgan Moore

Title Executive Vice-President

☐ Proprietorship ☐ Partnership ☒ Corporation

BY

W. R. Moake

W. R. MOAKE

Title VICE PRESIDENT/OPERATIONS MANAGER

SWR/Asbestos 5766

1H 088375

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries which include, but are not limited to, Kerr-McGee Chemical Corporation, Kerr-McGee Coal Corporation, Kerr-McGee Nuclear Corporation, Kerr-McGee Refining Corporation, Cato Oil and Grease Co., Royal Petroleum Corporation, Southwestern Refining Company, Inc., the Transworld Drilling Companies and Triangle Refineries, Inc., and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over \$500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4 (a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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, color, religion, 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 non-discrimination 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, color, religion, sex, age 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 No. 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 No. 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 No. 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 cancelled, 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, 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 No. 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.

B. NONSEGREGATED FACILITIES [41 C.F.R. §1-12.803-10 (d) (1)]

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise; Contractor's policies and practices must assure appropriate physical facilities to both sexes. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.)"

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. § 1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

1. If the value of any Contract is \$50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO-1) with the Joint Reporting Committee, at the appropriate address per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.
2. If the value of any Contract is \$50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA [41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

- (1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (2) All suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than \$10,000 or if it is with a state or local government the reports set forth in paragraphs (3) and (4) of this clause are not required.
- (3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State wherein it has establishments of the name and location of each such establishment in the State, as long as the Contractor is contractually bound to these provisions and has so advised the State system there is no need to advise the state system of subsequent contracts. The Contractor may advise the State System when it is no longer bound by this contract clause.
- (5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- (7) As used in this clause:
 - (a) "All suitable employment openings" includes, but is not limited to openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - (b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.
 - (d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
 - (e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, for a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
 - (f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.
- (8) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (9) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (12) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed \$5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included.

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UTILIZATION OF MINORITY BUSINESS ENTERPRISES

- (1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- (2) The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed \$500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

- (1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall—
 - (a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.
 - (e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
 - (g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d), above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
- (2) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F.R. §60-741.4]

- (1) On all Contracts which exceed \$2,500, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
 - (g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

G. SMALL BUSINESS UTILIZATION [32 C.F.R. 7-104.14 and 41 C.F.R. 1-1.710-3]

Contractor further agrees that if the amount of the Contract exceeds \$10,000, it will be bound by the provision set forth in subparagraph (G)(1) below; and that if the amount of the Contract exceeds \$500,000, and contains the clause set forth in subparagraph (G)(1) below, it will be bound by the provisions set forth in subparagraph (G)(2) below. (Excepted from the foregoing are Contracts (i) to be performed entirely outside the United States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, or (ii) for personal services.)

- (1) Utilization of Small Business Concerns
 - (a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
 - (b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.
- (2) Small Business Subcontracting Program
 - (a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the contractor shall—
 - (1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of Small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."
 - (2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

- (3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:
- (A) Whether the award went to large or small business.
 - (B) Whether less than three or more than two small business concerns were solicited.
 - (C) The reason for non-solicitation of small business if such was the case.
 - (D) The reason for small business failure to receive the award if such was the case when small business was solicited.
- The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.
- (5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.
- (6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.
- (7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.
- (8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the Department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.
- (b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.
- (c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.
- (d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of \$500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the Department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the Department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

- (☒) We are () We are not a Small Business Concern.
- () We are (☒) We are not A Minority Business Enterprise.
- (X) We have no plants located in labor surplus areas
- OR
- () The following plants are located in labor surplus areas:

THORPE INSULATION COMPANY
Contractor

ACCEPTED AND AGREED TO

This 5TH day of FEBRUARY, 1986

By W. R. Moake
W. R. MOAKE
Its VICE PRESIDENT/OPERATIONS MANAGER

SWR/Asbestos 5770

1H 088379

12. PROPRIETARY INFORMATION: Contractor shall maintain in secrecy all proprietary information of the Company, revealed to it during the performance of the Work hereunder, including that relating to equipment and to manufacturing processes, and shall secure from others in its employ, including any subcontractors, agreements for the benefit of the Company to effect the purpose of this paragraph.

13. OTHER CONTRACTORS: The Company reserves the right to enter into contracts with other contractors for work to be performed contemporaneously with the performance of the Work hereunder, whether or not such other work is related to the Work. Contractor agrees to fully cooperate with such other contractors, if any, in properly coordinating its work with theirs. The decision of the Company with respect to all matters of coordination shall be final and binding upon Contractor.

14. PURCHASE ORDER: A purchase order referring to this Agreement may be issued by the Company for record and accounting purposes. Such purchase order shall in no way amend or supplement this Agreement or the terms and conditions hereof.

15. CONTRACTOR LICENSED: Contractor represents that it and its employees are licensed in accordance with all applicable federal, state, and local laws, regulations and ordinances to do the Work hereunder.

16. TERMINATION FOR CONVENIENCE OF COMPANY: The Company may in its sole and absolute discretion for any reason at any time upon written notice to Contractor terminate this Agreement. In the event of such termination the compensation to be paid hereunder shall be adjusted by the mutual agreement of the parties hereto. In no event, however, shall Contractor be entitled to any prospective profits or reimbursement of prospective overhead, because of such termination.

17. INSPECTION: The Company may conduct such tests and make such inspections of the Work as it deems desirable to ensure that the Work is being performed in accordance with the obligations of the Contractor hereunder. If such tests or inspections indicate that the Work fails to satisfy such requirements, Contractor shall at its sole cost and expense remedy the deficiencies therein. Nothing herein shall be construed or interpreted to mean that any inspection, test or approval given by the Company or Company's representative shall relieve Contractor from its obligations hereunder.

18. INDEPENDENT CONTRACTOR: In performance of the Work, Contractor shall operate as an independent contractor and not as agent of the Company, and as such shall have absolute and full power of management and direction in all matters relating to the Work.

19. NON-DISCRIMINATION: The Contractor certifies: in contracts over \$2,500, that it complies with the provisions of 20 CFR §741 pertaining to Employment of the Handicapped; in contracts over \$10,000, that it complies with the provisions of §202 of Executive Order 11246 as amended, pertaining to Equal Employment Opportunity and that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise; Contractor's policies and practices must assure appropriate physical facilities to both sexes. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)."

20. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign this Agreement, subcontract any of the Work, or assign any moneys to become due hereunder without the prior written consent of the Company.

21. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement is the entire agreement between the parties and supersedes all previous agreements, understandings, representations, warranties, promises and conditions, written and oral, with respect to the Work. No change, modification of or addition to this Agreement shall be effective unless in writing and signed by both parties.

The parties have executed this Agreement as of the date first above written..

COMPANY:

CONTRACTOR:

ASB SOUTHWESTERN REFINING COMPANY, INC.

1-31-84

☐ Proprietorship ☐ Partnership ☒ Corporation

BY _____

Morgan Moore

BY W. R. Moake

W. R. MOAKE

Title Executive Vice-President

Title VICE PRESIDENT/OPERATIONS MANAGER

SWR1/Asbestos 5771

SOUTHWESTERN REFINING COMPANY, INC.
CONSTRUCTION OR FIELD SERVICES
AGREEMENT

THIS AGREEMENT is made and entered into as of the 5TH day of FEBRUARY, 1986.

by and between SOUTHWESTERN REFINING COMPANY, INC., _____ ("Company")

and THORPE INSULATION COMPANY _____ with offices at

4780 Westway Drive, P.O. Box 9785, Corpus Christi, Texas 78469 ("Contractor")

for work to be performed by Contractor at the Facility of the Company located in Corpus Christi, Tx ("Facility") under the following terms and conditions:

1. **THE WORK:** Contractor shall perform and complete for the Company the work ("Work") described in Appendix A attached hereto and made a part hereof.

Contractor agrees, except as otherwise expressly provided herein, to (a) furnish all labor, supervision, materials, tools, equipment, utilities and services needed to complete the Work, (b) secure all necessary licenses and permits required for the prosecution of the Work and provide any bond required by law in connection therewith and (c) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to materials and services furnished by Contractor hereunder.

2. **COMPENSATION:** For the performance of the Work the Company shall pay Contractor compensation in the following amount and manner and at the following times:

Contractor shall be paid a lump sum of Sixty-Two Thousand Four Hundred and Sixty Four Dollars, (\$62,464), upon successful completion of the work.

3. **TIME OF COMPLETION:** Time is of the essence in this Agreement. Contractor shall promptly commence the Work and shall complete the Work not later than _____. Contractor shall promptly notify the Company upon completion of the Work. commence February 21, 1986 - complete February 22, 1986

4. **REPRESENTATIVES:** The Company and Contractor hereby designate Jerry Buhler _____ and Russell Moake _____, respectively as representatives to consent, approve, and otherwise act on its behalf of each party under this Agreement.

5. **WARRANTIES AND GUARANTEES:** Contractor warrants that the Work shall be performed in a good and workmanlike fashion and manner and guarantees that the Work shall be free from defects in materials and workmanship and shall be performed strictly in accordance with all specifications, plans and drawings, if any, furnished by the Company. All materials incorporated into the Work by Contractor shall conform to specifications, if any, shall be new unless otherwise stated, shall be free from defects, shall be fit for the use and purpose intended and shall not be subject to any chattel mortgage, security agreement or other interest in a third party. The Company's payment of all or any part of the compensation payable to Contractor hereunder, or its use or acceptance of the Work, shall not be construed as an admission of the satisfactory performance by Contractor of this Agreement.

6. **INDEMNIFICATION:** (a) Contractor expressly agrees to indemnify and to defend and hold harmless the Company, its directors, employees and agents, free from any and all claims, damages, judgments, losses and expenses, including attorney fees, howsoever the same may be caused, arising out of or resulting from, directly or indirectly, the performance of the Work or the Contractor's failure to comply with any of its obligations contained in this Agreement. (b) Contractor further agrees to indemnify and to defend and hold harmless the Company from any claim or liability for damage to or loss of materials, tools and equipment supplied by Contractor or by Contractor's subcontractors in connection with the Work, and if such property is insured Contractor agrees to obtain and furnish to Company a waiver of subrogation in favor of Company. (c) The word "Company" as used in this Paragraph shall mean Southwestern Refining Company, Inc., Kerr-McGee Refining Corporation, Kerr-McGee Corporation, subsidiaries of each, and the directors, employees and agents of each and of their subsidiaries.

7. **INSURANCE:** Contractor shall at its own expense carry and maintain insurance policies in a company or companies satisfactory to the Company in the following types and amounts:

Statutory Workmen's Compensation Insurance coverage, including Employer's Liability coverage of not less than \$100,000 each accident; Comprehensive Public Liability Insurance, covering all operations (including Completed Operations and Products) of Contractor, including operations under subcontracts, and covering all vehicles and equipment (whether owned, rented or borrowed), with limits of not less than \$100,000 for injuries to, or death of, any one person, and \$300,000 for injuries to, or death of, two or more persons in any one accident; and \$100,000 for damage to property in any one accident.

Contractor shall provide the Company with insurance certificates showing the above coverage, and containing the following statement:

"Ten (10) days' notice will be given to the Company before material change in or cancellation of this policy shall be effective."

Public Liability Policies shall insure Contractor's liability under Paragraph 6(a) hereof.

Contractor agrees to provide the Company with any special insurances and additional coverages or limits which the Company may by notice to Contractor require, the reasonable cost thereof to be reimbursed to Contractor by the Company.

8. **LIENS:** Contractor shall discharge at once all liens which may be filed in connection with the Work and shall defend and hold harmless the Company and the premises upon which the Work is performed. Prior to final payment, and as a condition thereto, Contractor shall furnish to the Company written releases and waivers of all rights to claim or file liens, in form satisfactory to the Company, executed by Contractor and any other party furnishing labor, materials and equipment used in performance of the Work.

9. **APPLICABLE LAWS:** Contractor, its employees and all others acting under its direction or control, shall at all times observe and comply with any and all applicable provisions of federal, state and local laws, regulations and codes pertaining to the Work and with all safety and other regulations of the Company. Contractor represents that it has acquainted itself with same, including but not limited to, the Federal Occupational Safety and Health Act of 1970, and warrants that it, its employees and subcontractors, shall comply therewith.

10. **WORK CHANGES:** The Company may at any time by written notice to Contractor require changes, including increases and decreases therein, in the scope of the Work in which event the compensation payable Contractor shall be adjusted by the mutual agreement of the parties. No claim by Contractor for extra, additional or different work or any extension of time within which to complete the Work will be allowed without the Company's written authorization and consent given prior to the undertaking of or incurring of any expense in connection therewith.

11. **HOUSEKEEPING:** Contractor shall at all times maintain good housekeeping at the worksite and upon completion of the Work shall remove all debris and waste material and leave the Facility in a neat and clean condition, all to the satisfaction of the Company.

CONTRACT ADDENDUM

It is the responsibility of the contractors and subcontractors doing business with Southwestern Refining Company, Inc. to insure that their employees have been trained, are familiar with, and abide by the requirements of the Safety Handbook. The rule booklets will be provided by Southwestern. Each contract employee will be required to sign that he has received and understands these safety regulations. Other safety or health rules may be added if required.

The contractor alone is responsible for complying with the Occupational Safety and Health Act of 1970 and any applicable subsequent provisions with regard to his work force.

The contractors supervisor shall keep the (Southwestern) company's representatives advised of any work which may adversely affect the safety of the Southwestern employees. The contractor representative will immediately report any injury involving a contract employee occurring on Southwestern property. The contractor is encouraged to provide his own first aid facilities or arrangements, but company facilities will be made available if indemnification is filed. In case of severe injury, the company would lend any assistance available. The facts concerning any accident shall be determined by the contractor and a report shall be written. The report should draw no conclusions as to fault, and the circulation of such report shall be limited to appropriate company and contractor personnel.

Contractor representative must obtain necessary permits from Operating Area Supervision on a daily basis. In most cases, open flames, welding, burning, and vessel entry require possession of a written permit. The contractor's representative must contact company representative to determine if a permit is required and where to obtain same. Work procedures deemed hazardous by Southwestern or the contractor shall be stopped.

Smoking is prohibited except in designated areas.

The contractor shall provide each of contractors employees that work within the properties of Southwestern Refining Company, Inc. with a hard hat, safety glasses, and a visible identification badge that identifies him as any employee of said contractor.

Please note that the following restrictions exceed and supercede those stated in the Safety Handbook and the contractor shall so notify the employee:

1. Facial hair must comply with one of the styles determined to be acceptable for respirator performance by the Los Alamos test described in the American Industrial Hygiene Journal of April, 1973.
2. All employees are encouraged to wear safety shoes, but serviceable shoes made of leather or similar material are permitted. Canvas or open toed shoes are not permitted.
3. All parts of the body must be covered. Shirts must have sleeves that cover the biceps. Pants must extend to the ankles.
4. Hair longer than collar length must be kept tucked under a hard hat.

NOTE: I have received and understand this Contract Addendum and agree to abide by the requirements stated herein.

THORPE INSULATION COMPANY
Contractor or Subcontractor

4780 WESTWAY DRIVE - CORPUS CHRISTI, TEXAS
Home Office Address

By: W. R. Moore
Title VICE PRESIDENT/OPERATIONS MNGR.

FEBRUARY 5, 1986
Date

PROHIBITED ITEMS AND SUBSTANCES

It is the policy of Southwestern Refining Company to maintain a work environment that is safe as well as conducive to job performance. Consistent with this policy, the following items and substances are prohibited on Southwestern property or in the possession of Southwestern's employees or its contractor's employees at any place while performing assigned duties for Southwestern:

- Liquor or other intoxicating beverages
- Unauthorized explosives
- Knives, firearms, and other weapons
- Prohibited drugs
- Drug paraphernalia

A prohibited drug is any drug which the use, possession, transfer or storage thereof is illegal or any drug, including a prescription or over-the-counter drug, the prior use of which has not been approved by company medical personnel. Use of all medication must be reported to the Southwestern supervisor.

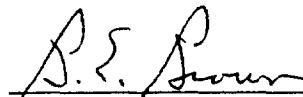
Drug paraphernalia is any item which has been used, or is commonly known to be used, for the administering, transferring, or storing of a prohibited drug.

Southwestern reserves the right to determine what items and substances are prohibited.

Entry upon Southwestern property, including land, buildings, structures, installations, and vehicles, is conditioned upon the right by Southwestern to inspect all persons and their possessions for any prohibited items and substances.

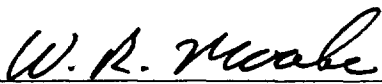
From time to time and without prior notice, Southwestern-authorized representatives or contractors will conduct inspections of anyone entering or upon Southwestern property as well as conduct inspections of anyone at any place while they are performing assigned duties for Southwestern. This inspection may include, but is not limited to, desks, personal possessions, clothing, and vehicles. When appropriate, items found which are in violation of the policy may be retained by Southwestern and turned over to law enforcement authorities.

Any person who is found to be in violation of this policy or who refused to permit an inspection may be removed and barred from Southwestern property and, if an employee, will be subject to appropriate disciplinary action including discharge.



B. E. Brown
Vice President & General Manager
Southwestern Refining Company, Inc.

I have read and will comply with the above Southwestern Refining Company policy.



Signature W. R. MOAKE

FEBRUARY 5 , 1986

Date

Representing THORPE INSULATION COMPANY

SWR/Asbestos 5774

1H 088383

No.

WORK ORDER

_____ ("Contractor") agrees to perform and complete the following work ("Work") for SOUTHWESTERN REFINING COMPANY, INC. ("Company") a subsidiary of Kerr-McGee Refining Corporation at its facilities located in _____

Compensation shall be paid to Contractor for such Work in the following amount and manner and at the following times:

The Work shall be done in accordance with the terms and provisions of the Master Work Agreement No. _____, all of which are incorporated herein by reference.

Time is of the essence and Contractor agrees to promptly commence the Work and to complete it by _____.

The Company and Contractor hereby designate _____ and _____, respectively as its representative to consent, approve and otherwise act on its behalf under this Work Order.

Dated: _____

Contractor

By _____

Title _____

Accepted this _____ day of _____, 19 _____

SOUTHWESTERN REFINING COMPANY, INC.
Company

By _____

Title _____

Charge Code _____

(AFK Number or Unit)

CERTIFICATE OF INSURANCE TRANSMITTAL FORM

Marsh & McLennan, Incorporated
1100 Milam Bldg., Suite 4500, Houston, Texas 77002
713/654-0400 Telex 77-5195

To: Southwestern Refining
P. O. Box 9217
Corpus Christi, Texas 78469
Attn: Martha Buck

Date

March 18, 1986

☐ The certificate of insurance requested by the firm indicated on the certificate has been mailed.

Attached is a copy for your records.

☒ Attached is the certificate of insurance you requested.

A copy of the certificate has been sent to the insured.

Please do not hesitate to let us know if you have any questions.

SWRf/Asbestos 5776

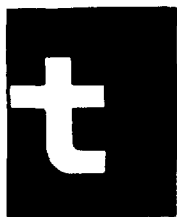
1H 088385

cc: Thorpe Insulation Company
Attn: Sonya Stafford
cc: Thorpe Corporation
Attn: Laura Parker

Yours very truly,

MARSH & McLENNAN, INC.

C. B. Schnitz, Certificate Coordinator



THORPE INSULATION COMPANY

DISTRIBUTORS AND CONTRACTORS OF INDUSTRIAL INSULATION

CERTIFICATE OF INSURANCE

This is to certify that the Insurance Company (Companies) listed below have issued the indicated policies and they are in full force and effect at this time and that if such policies are cancelled or materially changed, the Company (Companies) will give ten (10) days prior written notice to the holder of this Certificate.

Issued to:

Southwestern Refining
P. O. Box 9217
Corpus Christi, Texas 78469
Attn: Martha Buck

Insured's Name:

Thorpe Insulation Company
Post Office Box 9785
Corpus Christi, Texas 78469

Type of Coverage	Policy Number	Policy Term	Limits of Liability
Workers' Compensation	WC 1555024 RA	7-1-85/86	Statutory
Employers' Liability			Bodily Injury by Accident \$1,000,000. each accident Bodily Injury by Disease \$1,000,000. policy limit Bodily Injury by Disease \$1,000,000. each employee
Comprehensive General Liability including Products & Completed Operations and Blanket Contractual Liability	GLA 1802923 RA	7-1-85/86	Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit
Comprehensive Automobile Liability Form including Owned, Non-Owned and Hired Automobiles	GLA-1802923 RA - Texas BA-9284032 RA - (Out of State)	7-1-85/86	Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit SWRI/Asbestos 5777

Date: March 18, 1986

Place: Houston, Texas

National Union Fire Insurance Co. (PA.)

MARSH & MCLENNAN, INC.
1100 Milam, Suite 4500
Houston, Texas 77002

1H 088386

By: Walter W. Koerselman
Walter W. Koerselman, Managing Director

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies shown above.

0866I-1

4780 WESTWAY DRIVE — P. O. BOX 9785 — CORPUS CHRISTI TEXAS 78408