PLAINTIFF'S EXHIBIT

CEL-1605

THIS CONTRACT entered into this First day of January, 1966, by and between CELANESE CHEMICAL COMPANY, having a place of business at Bishop, Texas, (hereinafter called "CELANESE") and ARTHUR BROTHERS, Having a place of business at Kingsville, Texas, (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, CELANESE in the operation and maintenance of its plant at Bishop, Texas, may require the services of common laborers, roustabouts, mechanics, etc., for maintenance and minor construction; and

WHEREAS, CONTRACTOR represents that he possesses the qualifications and facilities for supplying the services which CELANESE may desire to avail itself of;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the said parties agree as follows:

1. SCOPE OF WORK

CONTRACTOR shall furnish from time to time, to the extent that CELANESE shall request, the services of common laborers, roustabouts, mechanics, etc., to accomplish maintenance and minor construction as specified by CELANESE only the services of common laborers, roustabouts, mechanics, etc., and the necessary supervision thereof, acceptable to CELANESE, shall be included in the scope of this contract.

2. DURATION

This contract shall be in full force for the period starting January1, 1966, and ending December 31, 1966, unless terminated prior to December 31, 1965, by either party by giving the other party thirty (30) days' prior written

notice and unless earlier terminated pursuant to Provision 4 thereof.

3. COMPENSATION

For all work performed by the CONTRACTOR persuant to requests issued by CELANESE under this contract, CELANESE shall pay to the CONTRACTOR an amount equal to the total of the following items:

A. Actual wages of CONTRACTOR'S labor at the job site devoted to the work.

B. of Item A to cover the cost of all insurance required, including but not limited to, contribution for unemployment insurance and old age benefits which the CONTRACTOR is required to pay.

C. of Item A only to cover any other costs of the CONTRACTOR, including the CONTRACTOR'S overhead and profit. No allowance will be made under this item on premium portion of any overtime pay when overtime is requested by CELANESE. The percentage quoted will be applicable to the straight time portion of the overtime pay.

4. WAGE RATES

Wages paid by the CONTRACTOR shall not exceed his prevailing scales, as shown by attached Exhibit A, without written permission by CELANESE. CONTRACTOR agrees to notify CELANESE in writing as promptly as possible in the event of any change in the scale of his rates. Failure of CELANESE and the CONTRACTOR to agree on proposed changes will be sufficient cause for either party to cancel the contract immediately.

If CELANESE requests CONTRACTOR to work for CELANESE'S account in excess of eight (8) hours per day or five (5) days per week, the overtime multiple for the CONTRACTOR'S wage rates will be one and one-half (1½) times the basic hourly rate, providing the CONTRACTOR

makes such payments to his employees. By acceptance of payment for overtime, the CONTRACTOR warrants that payment of such overtime has been made to his employees.

5. WORK BASIS

Work shall be performed on the basis of a forty (40) hour, five (5) day week, subject to the right of CELANESE to request a longer work week. No overtime premium and no payments for overtime work from the CONTRACTOR'S funds will be reimbursable by CELANESE, except to the extent that overtime work is authorized in advance by CELANESE.

6. PAYMENTS

Billings shall be rendered by the CONTRACTOR weekly. Payment shall be made by CELANESE within fifteen (15) days after receipt thereof. Such billings shall be accompanied by certified payrolls for labor paid to the CONTRACTOR'S employees and such other documents as CELANESE may require.

7. DELAYS

Neither party shall be liable for delays caused by fire, accident, flood, labor trouble, war, act of government or any other cause reasonably beyond its control, but shall use all reasonable efforts to minimize the extent of the delay.

8. WORKMANSHIP

Work shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, in strict conformity with the best standard practices. CONTRACTOR shall be responsible for persons employed by him engaged on the work. None of said persons

shall constitute employees of CELANESE.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. INSURANCE

CONTRACTOR agrees he has qualified or will qualify promptly and will make all payments under the terms of the unemployment compensation law of the state in which work is performed.

CONTRACTOR shall carry insurance of minimum limits as follows:

A. Workmen's Compensation - Statutory.

B. Public Liability Bodily Injury $100,000/$300,000.

C. Public Liability Property Damage $100,000/$300,000.

D. Automotive Public Liability Bodily Injury $100,000/$300,000 and Property Damage $25,000.

Certificates indicating this insurance is in effect and a statement that the insurance companies will not cancel without first giving CELANESE ten (10) days' prior written notice must be filed with CELANESE before starting work, and shall be subject to CELANESE'S approval.

CELANESE will carry fire and windstorm insurance on equipment and materials to be incorporated in the work and on all structures. CONTRACTOR shall be responsible for damage to his property.

10. SUBCONTRACTS

CONTRACTOR shall not subcontract any work without the prior written consent of CELANESE.

11. ASSIGNMENT

This contract shall not be assignable by either party without the prior written consent of the other.

12. SAFETY AND HEALTH

CONTRACTOR shall:

A. Comply with safety practices required by law or customarily followed for this type of work, and any additional safety measures required by CELANESE. CELANESE will furnish necessary safety equipment which will be required to meet safety requirements.

B. Promptly report to CELANESE cases of death, occupational disease and disabling injuries caused by work on the job.

13. ENTIRETY

This instrument embodies the entire agreement and understanding between CELANESE CHEMICAL COMPANY and CONTRACTOR relative to the subject matter hereof, and there are no understandings, agreements, conditions, or representations, oral or written, express or implied, with reference to the subject matter hereof that are not merged herein or superseded hereby.

IN WITNESS WHEREOF, CELANESE CHEMICAL COMPANY and CONTRACTOR have caused this contract to be executed by their duly authorized representatives on the day and year first above written.

ARTHUR BROTHERS, CONTRACTORS	CELANESE CHEMICAL COMPANY
By_____	By_____
Title_____	Title_____