nd Glasgow

FS 400-81-578

RELEASE NO C10862

PLAINTIFF'S EXHIBIT

SUN-142

as per work order

Maintech, Inc.
7325 IH-37 Suite D
Corpus Christi, Texas 78409

Sun Petroleum Products
PO Box 2608
Corpus Christi, Texas 78403

This AGREEMENT, effective 3-9, 19 81, between Sun Petroleum Products a Division of Sun Oil of Pennsylvania hereinafter called "Owner", having an office at 1608 Walnut Street Philadelphia, Pennsylvania 19103 and the "Contractor" shown above.

WITNESS In consideration of the mutual promises herein made, Owner and Contractor agree as follows:

ARTICLE 1 — THE WORK: The work shall consist of: To provide necessary supervision, labor, equipment, tools, and materials to repair pumps, turbines, rotating equipment, mixers and miscellaneous mechanical equipment located in the Corpus Christi, Texas Refinery as determined by Owner's Mr. Jim Cline.

Contractor shall perform all work hereunder in accordance with the terms and conditions of this Contract and the following as noted:

(X) 1. Design drawings
(X) 2. Specifications
(X) 3. Work Description
(X) 4. Safety and Security Requirements

Exhibits: (X) Maintech Inc. rate sheet.
( )
( )
( )

This Agreement, including Articles 1 through 8, the Field Services General Terms and Conditions on the reverse side hereof, and the Exhibits attached hereto or referenced herein shall constitute the Contract between the parties.

ARTICLE 2 — MATERIALS, PERSONNEL AND SUBCONTRACTS: Contractor shall furnish any and all labor, supervision, permits (unless otherwise stated herein to the contrary), machinery, equipment, tools, fuel, supplies, facilities, materials, transportation and all other things necessary for the performance and completion of all work authorized hereunder, except such items noted to be specifically supplied by Owner as follows:

Owner reserves the right to provide tools, material, equipment, or support labor at its option.

Unless otherwise specified, all materials to be furnished by Contractor shall be new and of a grade and quality which conforms to Owner's Standards, if such apply, otherwise such material must be suitable for the use intended.

ARTICLE 3 — COMPENSATION: For satisfactory performance of the work hereunder, Owner agrees to pay Contractor in the manner and at times hereinafter specified, and Contractor agrees to accept as full and complete payment for providing such work, compensation as follows:

Owner agrees to reimburse Maintech Inc. in accordance with attached rate schedule sheet dated March 4, 1981.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Owner will reimburse Maintech Inc. for satisfactory work performed upon the receipt of an invoice documented with a time sheet showing hours worked, the name of Owner's representative authorizing the work, the Owner's Job Work Order Number and the Purchase Order Release No. C10862.

Prior to final payment hereunder, and as a condition thereto, Contractor shall satisfy the requirements of Clause 14 of the Field Services General Terms and Conditions on the reverse side hereof.

ARTICLE 5 — TERM: Work under this Contract shall commence on or about 3-9-81. All work performed at the site shall be on the basis of Contractor's standard work week as set forth by local agreement. No overtime shall be worked, except for spot overtime, unless approved by the Owner in writing. All work, including testing shall be complete on or before 3-31-82.

ARTICLE 6 — CHANGES, ADDITIONS AND/OR DELETIONS: Owner reserves the right, from time to time, to make changes, additions and/or deletions to the work as it may deem necessary. All changes, additions or deletions shall be made in writing and accepted by both parties before Contractor proceeds with such work. Contractor shall make no changes, additions or deletions to the work without Owner's prior written instructions. The cost of such changes, additions or deletions shall be determined as follows:

as negotiated

Contractor shall make no changes in the Schedule of work to be performed hereunder, extending completion beyond the date shown in Article 5 above, without prior written approval of Owner.

ARTICLE 7 — INSURANCE: During the performance of all work hereunder, Contractor shall take out, carry and maintain in insurance company or companies, and in policies of insurance acceptable to Owner, the following insurance with limits not less than indicated for the respective items:

a. Workmen's Compensation and Occupational Disease Insurance, including Employer's Liability, complying with laws of the state in which the work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than $ 300,000

b. Comprehensive General Liability Insurance, including Contractual Liability and Products-Completed Operations Liability and Explosion, Collapse and Underground Damage liability, as well as coverage on all Contractor's equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this contract with limits not less than:

$ 300,000 Bodily Injury & Property Damage Combined each occurrence and aggregate

c. Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles owned, hired or used in the performance of this contract, with limits not less than:

$ 300,000 Bodily Injury & Property Damage Combined each occurrence and aggregate

d. Builders Risk Insurance: The Builders Risk Insurance coverage applicable to this contract is checked below. For definition of applicable coverage see Clause 22 of Field Services General Terms and Conditions on the reverse side of this form. 1. ☐ 2. ☐

Prior to the commencement of any work hereunder, Contractor shall provide Certificates of Insurance evidencing coverage as defined in this Article 7, to the Owner, at the location specified in the Contract Instructions below.

ARTICLE 8 — GOVERNING LAW: This Contract shall be governed by the laws of the State wherein the work is performed unless stated otherwise as follows:

Commonwealth of Puerto Rico. The term "State" wherever used in this Contract shall be deemed to include the

CONTRACT INSTRUCTIONS:

Contractor shall sign and return one fully executed copy to the address shown above. If no address is shown above, copy should be returned to the "Invoice in Triplicate To" address at the top of this form.

IN WITNESS WHEREOF, the parties have executed this Contract.

OWNER: DATE 3-6-81
BY Leland Glasgow
TITLE: Purchasing Manager

CONTRACTOR: DATE: 3/6/81
BY William McGeagle
TITLE: President

ORIGINAL - RETURN TO OWNER

S (B) 00800

SPECIAL INFORMATION NOT FOR THE VENDOR, CITIES BID SUMMARY, RECOMMENDED VENDOR, ETC., HERE

SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
Corpus Christi Refinery
P.O. Box 2608
Corpus Christi, Texas 78403

☐ PURCHASE REQUISITION/ORDER

☒ CONTRACT RELEASE

NOTE. SHOW ORDER AND CONTRACT NUMBERS ON ALL INVOICE PACKAGES. CORRESPONDENCE. BILLS OF LADING. SHIPPIN PAPERS. PACKING LISTS. & DELIVERY TICKETS

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY	TYPED BY
L.L. Glasgow	CV

DELIVER BY (DATE)	SHIP VIA	DATE	ORDER NO.	CONTRACT NO.
	vendor truck	3/6/81	C10862	FS 400-81-578

ACCOUNT OR APPROPRIATION NUMBER	TERMS
as per work orders	

SALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE	F.O.B
	X			TX	plant site

TO
Maintech, Inc.
7325 IH 37 Suite "D"
Corpus Christi, Texas 78409

INVOICE IN TRIPLICATE TO:
SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
P.O. Box 2608
Corpus Christi, Texas 78403
Attention: Materials Management

ATTACH TO INVOICE RECEIPTED FREIGHT BILLS OR BILLS OF LA COVERING ANY TRANSPORTATION CHARGES INCLUDED.

SHIP TO: SAME AS "INVOICE TO" UNLESS OTHERWISE NOTED HERE.

PLEASE SUPPLY, SUBJECT TO TERMS OF THIS ORDER

ITEM	QUANTITY	UNIT	MATERIAL/COMMODITY CODE	DESCRIPTION	UNIT PRICE	AMOU

Scope

To provide supervision, labor equipment, tools, and materials as required and requested by Owner's Mr. Jim Cline or his designated representative to work on and repair pumps, turbines, rotating equipment, mixers and miscellaneous mechanical equipment located in the Corpus Christi, Texas Refinery.

Maintech Inc. will perform all work in accordance with the terms and conditions of the SPPC Field Service Contract FS 400-81-578 and in accordance with design drawings, specifi ations, work description, SPPC Safety and Security Requireme

continued page #2

S (B) 00798

PURCHASING AUTHORITY

JDJ/JPC

All materials will be of a grade and type as specified by specifications or approved by Mr. Jim Cline. Maintech, Inc will provide the above services either at Owner's Refinery location or at Maintech Inc. machine shop.

Compensation:

Owner agrees to pay Maintech Inc. in accordance with the attached rate schedule dated March 4, 1981.

TERMS

The terms of this contract shall commence on March 9, 1981 and expire March 31, 1982, unless terminated by either party with a 30 days written notice.

Manner and Times of Payment

Owner will reimburse Maintech Inc. for satisfactory work performed upon the receipt of an invoice. (Documented with a time sheet showing hours worked). (The names of Owner's representative authorizing the work). (The Owner's Job or Work Order Number) and (This Purchase Order Release No. C1086