

CELANESE CORPORATION OF AMERICA  
Chemcel Plant

PLAINTIFF'S EXHIBIT

CEL-1593

SUPPLEMENT TO LABOR AGREEMENT  
CONSTRUCTION AND RELATED WORK

Be it agreed, and it is hereby agreed, that Article 1, Paragraph 1 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is amended to read as follows:

- "1. The Contractor, under the direction of the Celanese Engineer, shall furnish within forty-eight hours after written request by Celanese all labor needed for the performance of construction and other related types of work to be performed at the Celanese Chemcel Plant located near Bishop, Texas, and at the Celanese Clarkwood Plant located near Clarkwood, Texas."

Be it agreed, and it is hereby agreed, that Article 5, Paragraphs 1 and 2 of the Labor Agreement executed March 1, 1950 between the Celanese Corporation of America and Arthur Brothers, as amended, is further amended to read as follows:

- "1. The Contractor's fee shall consist of a percentage of the labor costs, as described in Article 4, Paragraph 1A of this agreement for all straight time hours worked, computed in accordance with the schedule listed below. For the purpose of calculating the fee payable for straight time hours worked hereunder, labor costs shall be exclusive of Workmen's Compensation, Unemployment Insurance, Liability Insurance and all other costs except the actual amount earned as figured by multiplying hourly rates by total hours worked.

For Gross Annual Payroll Charges

Fee

|                        |     |
|------------------------|-----|
| First \$150,000        | 19% |
| Second \$150,000       | 18% |
| Third \$150,000        | 17% |
| Fourth \$150,000       | 16% |
| All Additional Charges | 15% |

- "2. If overtime, or other than straight time hourly wages are authorized and paid for work performed, the contractor's fee shall be computed as follows:

- A) For all payments in excess of straight time hourly payments, the contractor's fee shall consist of 10 percent (10%) of such premium payments.
- B) For the straight time portion of such payments, the contractor's fee shall be computed in accordance with Article 5, Paragraph 1 above.

This Amendment shall be effective as of January 1, 1957.

Witness: *Guadalupe S. Clark*  
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Witness: *Guadalupe S. Clark*

ARTHUR BROTHERS:

Partner *C. L. Arthur*  
Partner *B. M. Arthur*  
Partner *D. J. Arthur*

CELANESE CORPORATION OF AMERICA

Witness: *W. L. Lamm*

*James H. Smith*  
Plant Manager, Che

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