

27-5789

PLAINTIFF'S EXHIBIT

B&R-242

AGREEMENT

Charge: 01234

Contract Number: D-00-1050-A

THIS CONTRACT (hereinafter referred to as CONTRACT) is entered into this day of June 1979, by and between Exxon Company, U.S.A., (a division of Exxon Corporation), hereinafter referred to as "EXXON," and BROWN & ROOT, INC. hereinafter referred to as "CONTRACTOR," having an office located at P. O. Box 4060, Baytown, Texas 77520

The CONTRACT shall consist of this Agreement, the Exhibits and Specifications named herein, any Change Orders authorized pursuant to ARTICLE 11 - CHANGES and any cost plus or time and material change work billable in accordance with the ARTICLE 2 - CONTRACT PRICE AND PAYMENT.

WITNESSETH: That in consideration of the covenants and agreements set out herein and the payments provided for herein EXXON and CONTRACTOR agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by CONTRACTOR at its own cost and expense except as hereinafter provided, certain Work (hereinafter referred to as "WORK") briefly described as follows:

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Low Sulfur Fuel Oil to Houston Lighting and Power Company	April 25, 1979
Exhibit "A"	Low Sulfur Fuel Oil to Houston Lighting	April 16, 1979

NOTE: 1. Exxon will furnish the following materials in addition to those listed in Exhibit "A."

- All slide slates and stainless steel bands for pre-insulated lines.
- All anchors on pre-insulated line.

2. CONTRACT PRICE AND PAYMENT

A. For satisfactory performance of WORK by CONTRACTOR, EXXON, will, subject to the provisions of ARTICLE 7 - PERFORMANCE, COMPLETION, AND ACCEPTANCE, pay CONTRACTOR in accordance with the following terms:

(1) A lump-sum price of TWO HUNDRED EIGHTY-EIGHT THOUSAND SIX HUNDRED THIRTY AND NO/100 (\$288,630.00).