Wm. S. Richardson
ACCOUNT OR APPROPRIATION NUMBER

SALES OR USE TAX: EXEMPT ☐ SUBJECT ☐ NOT SUBJECT ☐ CITY OR STATE

S400-77-012 ✓
RELEASE NO

☐ ON TIME CONTRACT
☐ ON CONSULTING SERVICES CONTRACT
☐ RELEASE AGAINST ON-GOING SERVICES CONTRACT

CONTRACTOR
Arthur Brothers, Inc.
P. O. Box 792
Kingsville, Texas 78363

INVOICE IN TRIPLICATE TO
Sun Petroleum Products Company
Corpus Christi Refinery
P. O. Box 2608
Corpus Christi, Texas 78403

This AGREEMENT, effective 12- 8 , 19 77 , between Sun Petroleum Products Company, A Division of Sun Oil Company of Pennsylvania hereinafter called "Owner", having an office at 1608 Walnut St. , Philadelphia, Penn. 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: An on going Maintenance/Construction Contract for work to be performed by Contractor under the terms and conditions of this contract at Owner's Corpus Christi Refinery, Nueces County, Texas.

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 — As per Purchase Order
(X) 2. Specifications — As per Purchase Order
(X) 3. Work Description — As per Purchase Order
(X) 4. Safety and Security Requirements — Attachment

Exhibits: (A) Manner and Terms of Payment
(B) Manner and Terms of Payment
( ) _____
( ) _____

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:

As specified on each Purchase Order

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:

As specified on each Purchase Order

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

1. Exhibit - A (In accordance with Schedule of Rates and charges)

2. Exhibit - B (In accordance with Lump Sum/Turn Key Amount)

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 as required . 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 as required.

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 on a Lump Sum or Time and Material Basis.

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 $300,000.00

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:
$300,000.00 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:
$300,000.00 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 _____. The term "State" wherever used in this Contract shall be deemed to include the Commonwealth of Puerto Rico.

CONTRACT INSTRUCTIONS:
Attention: Wm. S. Richardson

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: 12-8-77
BY: Wm. S. Richardson
TITLE: Materials Manager

CONTRACTOR: DATE: 12-20-77
BY: Richard Nolan
TITLE: Vice Pres.

SUN-40234

ORIGINAL - RETURN TO OWNER

PLAINTIFF'S EXHIBIT
KRC-636

S (B) 00353