PLAINTIFF'S EXHIBIT

B&R-327

SUPPLEMENT 4
CONTRACT NO. RC-1142
AUTHORIZATION OF FIFTH ASSIGNMENT TO CONTRACT NO. RC-1142

This AGREEMENT is made as of the 24th day of February, 1977 ~~1976~~, between Brown & Root, Inc., having an office located at 4100 Clinton Drive, Houston, Texas 77001, (hereinafter called CONTRACTOR) and Exxon Chemical Company U.S.A., an operating division of Exxon Chemical Company, a division of Exxon Corporation, having an office located at 1333 West Loop South, Houston, Texas 77027 (hereinafter called OWNER).

WITNESSETH THAT: OWNER and CONTRACTOR have entered into Contract No. RC-1142 on May 7, 1975, and amended by Contract Change Order No. 1 dated September 26, 1975, and Change Order No. 2, dated January 20, 1976, (hereinafter called CONTRACT) underwhich CONTRACTOR will perform process plant engineering, procurement and construction ASSIGNMENTS (hereinafter called ASSIGNMENTS) for OWNER.

CONTRACT also provides that CONTRACTOR shall perform additional engineering and/or procurement and/or construction ASSIGNMENTS as may be requested by OWNER from time to time providing that CONTRACTOR has adequate manpower available to accomplish said ASSIGNMENTS.

In consideration of the covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

A. CONTRACTOR shall undertake and perform the engineering, procurement and construction of the Baytown Additive Uniformity Facilities Project on designated site on OWNER's property at Baytown Chemical Plant, Baytown, Texas, as the FIFTH ASSIGNMENT (hereinafter called FIFTH ASSIGNMENT) in accordance with CONTRACT. CONTRACTOR represents that it has the capability including sufficient and competent supervisors and other personnel to efficiently and expeditiously accomplish FIFTH ASSIGNMENT in a satisfactory manner.

B. FIFTH ASSIGNMENT shall be governed by all provisions, including but not limited to ARTICLE 4 - COSTS and ARTICLE 5 - FEE, of CONTRACT applicable to said FIFTH ASSIGNMENT and modifications to CONTRACT by attached addenda. Said addenda is limited to the following:

1. Addition of the following paragraphs to AGREEMENT RC-1142 to define the requirements for FIFTH ASSIGNMENT. Said paragraphs are attached hereto and made a part hereof.

   a. Scope of Work - Fifth Assignment (Replaces Paragraph B of ARTICLE 1 - WORK).

   b. Schedule Performance - Fifth Assignment (Replaces Paragraph C of ARTICLE 2 - COMPLETION DATE).

   c. Cost Performance - Fifth Assignment (Replaces Paragraph C of ARTICLE 3 - CONTRACT PRICE).

   d. Fee - Fifth Assignment (Replaces Paragraph B-1 of ARTICLE 5 - FEE).

EXX 010970

e. Contractor's Project Organization and Personnel - Fifth Assignment (Replaces Paragraph E of ARTICLE 7 - ENGINEERING - PROCUREMENT - CONSTRUCTION).

2. Addition of Job Specification entitled "Additive Uniformity Facilities Project, Plastics Unit" with Table of Contents dated February 15, 1977.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their respective officers, thereunto duly authorized as of the date and year first written above.

Brown & Root, Inc.

Attest Julian R. Ward
(Signature of Contractor's Officer)

Julian R. Ward, P.E.
Vice President
Petroleum & Chemical Engineering
(Typed Name and Title)

James C. Norris
(Signature of Contractor's Officer)

James C. Norris
Senior Vice-President, Petroleum and Chemical Engineering
(Typed Name and Title)

Attest George B. Sweeney Jr.
(Signature of OWNER's Representative)

Exxon Chemical Company U.S.A.,
an operating division of Exxon
Chemical Company, a division of
Exxon Corporation

George B. Sweeney, Jr., Vice President
(Typed Name and Title) Corporate Svcs.

M. E. Gillis for
(Signature of OWNER's Representative)

M. E. Gillis, Executive Vice President
(Typed Name and Title)

RC-1142-5
February 22, 1977

AUTHORIZATION OF FIFTH ASSIGNMENT TO CONTRACT NO. RC-1142

ADDENDA TO AGREEMENT NO. RC-1142

ARTICLE 1 - WORK

The following paragraph replaces Paragraph B entitled "Scope of Work - Initial Assignment":

B. Scope of Work - Fifth Assignment

1. For its FIFTH ASSIGNMENT, CONTRACTOR shall engineer, procure and construct Baytown Additive Uniformity Facilities Project (herein referred to as PLANT) on designated site (herein referred to as WORK SITE) on OWNER's property at Baytown Chemical Plant, Baytown, Texas, in accordance with CONTRACT. CONTRACTOR shall furnish all supervision, engineering and procurement services, consultations, construction services, other services required, equipment and materials, labor, construction tools and equipment, construction utilities and supplies, temporary structures and facilities, and transportation, including without limitation hauling, unloading and handling to, at and from WORK SITE, required for the proper engineering and procurement and the successful construction of PLANT, all of which together with the engineering procurement and construction shall be defined as WORK (herein referred to as WORK) for said FIFTH ASSIGNMENT.

2. JOB SPECIFICATION, for the aforesaid FIFTH ASSIGNMENT, is the bound collection of documents entitled "Additive Uniformity Facilities Project, Plastics Unit." Said JOB SPECIFICATION at date of CONTRACT with Table of Contents dated February 15, 1977.

EXX 010972

ARTICLE 2 - COMPLETION DATE

The following paragraph replaces Paragraph C entitled "Schedule Performance - Initial Assignment":

C. Schedule Performance - Fifth Assignment

1. For the FIFTH ASSIGNMENT, CONTRACTOR shall be responsible for scheduling, progress reporting, forecasting and controlling completion for the Baytown Additive Uniformity Facilities Project. CONTRACTOR's schedules, progress reports, schedule forecasts and schedule control activities shall be subject to agreement by OWNER. All CONTRACTOR's calculations and documents supporting said schedules, reports and forecasts shall be available to OWNER on request.

2. For the aforesaid ASSIGNMENT, CONTRACTOR shall prepare a detailed work schedule as specified in Paragraph B-2 above.

3. CONTRACTOR shall use the aforesaid detailed work schedule as specified in Paragraph B-3 above.

ARTICLE 3 - CONTRACT PRICE

The following paragraph replaces Paragraph C entitled "Cost Performance - Initial Assignment":

C. Cost Performance - Fifth Assignment

1. For its FIFTH ASSIGNMENT, CONTRACTOR shall be charged with the obligation for estimating, budgeting, reporting, forecasting and controlling of costs for the Baytown Additive Uniformity Facilities Project. CONTRACTOR's cost estimates, cost reports, cost forecasts and cost control activities shall be subject to agreement by OWNER. All CONTRACTOR's calculations and documents supporting said estimates, reports and forecasts shall be available to OWNER on request.

2. CONTRACTOR shall use the detailed cost estimate and CONTRACT PRICE BUDGET for the aforesaid FIFTH ASSIGNMENT in the manner specified in Paragraph B-3 above.

ARTICLE 5 - FEE

The following paragraph replaces Paragraph B-1 under Paragraph B entitled "Determination of Fee for Home and Branch Office Services":

B. Determination of Fee for Home and Branch Office Services

1. CONTRACTOR's fixed FEE for furnishing home and branch office services for its FIFTH ASSIGNMENT shall be determined after complete definition of scope of the FIFTH ASSIGNMENT.

   For this FIFTH ASSIGNMENT and each subsequent assignment, fixed fee related to CONTRACTOR furnishing home and branch office services shall be established based on estimate agreed by OWNER and CONTRACTOR of CONTRACTOR's net incremental reimbursable home and branch office manhours pursuant to Paragraph B-5-a of ARTICLE 4 - COSTS, required to accomplish WORK for said ASSIGNMENT multiplied by the applicable rate or rates specified below:

Cumulative Home and Branch Office Reimbursable Man-Hours	US$/Reimbursable Man-Hour
0 to 100,000	4.20
Over 100,000 to 200,000	3.90
Over 200,000 to 500,000	3.51
Above 500,000	2.93

   The cumulative home and branch office reimbursable man-hours in the above schedule is the sum total of agreed estimates of CONTRACTOR's home and branch office reimbursable man-hours for the initial ASSIGNMENT and all subsequent ASSIGNMENTS including CHANGES.

   A fixed FEE is not subject to renegotiation and is subject to adjustment only for CHANGES pursuant to Paragraph D below. Rates specified above are not subject to renegotiation, escalation or adjustment for CHANGES or for any other reason; provided, however, that for any ASSIGNMENT authorized prior to October 1, 1977, that exceeds 200,000 home office reimbursable man-hours, the rates specified above may be equitably adjusted by mutual agreement for application to work performed on said ASSIGNMENT subsequent to October 1, 1977.

ARTICLE 7 - ENGINEERING - PROCUREMENT - CONSTRUCTION

The following paragraph replaces Paragraph E entitled "Contractor's Project Organization and Personnel - Initial Assignment":

E. Contractor's Project Organization and Personnel - Fifth Assignment

1. For its FIFTH ASSIGNMENT, CONTRACTOR's home and branch office key personnel pursuant to Paragraph D-1 above shall include:

Project General Manager	J. D. Ross
Deputy Project General Manager	F. J. Fato
Engineering Project Manager	R. M. Fitzgerald, Jr.
Project Engineer	J. C. Burns, Jr.
Cost/Schedule Coordinator	C. Douthit
Cost Engineer	C. Douthit
Project Scheduler	This service to be provided by the Planning and Scheduling Group of Contractor's Petro Chem Group
Project Procurement Manager	This service to be provided by Contractor's Purchasing Department

2. For its FIFTH ASSIGNMENT, CONTRACTOR's construction key personnel pursuant to Paragraph D-2 above shall be:

Construction Project Manager	Jerry De Lay

842 7007A

STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Individual's Name), known to me to be a person whose statement is worthy of full faith and credit, who, being by me first duly sworn, on his oath deposes and says as follows:

My name is _____ (Individual's Name).

Under date of _____ (Contract Date), _____ (Contractor) as Contractor and Exxon Chemical Company U.S.A. as the Company entered into Contract No. _____ under the terms of which Contractor was to perform the following work or service for Exxon Chemical Company U.S.A., to-wit:

Affiant says that all bills, costs, and indebtedness for labor and/or material used or employed or which arose in any manner in connection with the performance of said contract have been satisfied and paid: and that there are no unsatisfied claims for injuries to persons or property occurring in anywise incident to or in connection with the performance of said contract up to the date hereof.

Further affiant sayeth not.

_____
(Individual's Signature)

SWORN TO and SUBSCRIBED before me this the _____ day of _____, 19__.

_____
Notary Public in and for

_____ County, Texas