UNION CARBIDE CORPORATION

270 PARK AVENUE, NEW YORK 17, N. Y.

E/U-

Sept. 1964

PLAINTIFF'S EXHIBIT

UC-1765

June 17, 1963

Brown & Root, Inc.
P. O. Box 3
Houston 1, Texas

Mr. L. C. Estes
Vice President

Gentlemen:

Maintenance Contract Work for
Seadrift and Brownsville, Texas Plants
Union Carbide Chemicals Company
Contract dated 12/12/62 - Code 353x

We hereby propose to amend, effective as of January 1, 1963, our cost plus percentage fee maintenance contract with you dated December 12, 1962, as follows:

1. The first sentence of paragraph b., Section 3. "Payment" shall be deleted in its entirety and be replaced by the following sentence:

"b. For the purposes of this agreement, the fee to be paid to the Contractor by the Owner shall be determined as follows:

Total Annual Direct Labor Cost Under Items a(1) & a(2) Above	Percent Fee
From $1,200,000.00 but less than $1,300,000.00	29.1
" 1,300,000.00 " " " 1,400,000.00	28.5
" 1,400,000.00 " " " 1,500,000.00	27.9
" 1,500,000.00 " " " 1,600,000.00	27.3
" 1,600,000.00 " " " 1,700,000.00	26.7
" 1,700,000.00 " " " 1,800,000.00	26.0
" 1,800,000.00 " " " 1,900,000.00	25.0
" 1,900,000.00 " " " 2,000,000.00	24.0
" 2,000,000.00 " " " 2,100,000.00	23.0
" 2,100,000.00 and Over	22.0

Below $1,200,000.00 the Percent Fee will remain at 29.1%"

BRF 0124

Union Carbide trial exhibit UC-1765: Union Carbide Chemicals Co. to Brown & Root, Inc. (L. C. Estes) Proposing A... Published by AsbestosClaims.Law
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2. Under item (2), paragraph b., Section 3. "Payment", change the initial words "At the end of this Agreement," to read as follows:

"(2) On January 1, 1964 and on each January 1st thereafter during the period of this Agreement,"

3. Delete in its entirety the first sentence under Section 6. "Period of Agreement" and substitute the following:

"The Agreement shall commence as of January 1, 1963 and shall continue in full force and effect until terminated by the Owner upon at least one hundred twenty (120) days prior written notice to the Contractor or terminated by the Contractor upon at least one hundred twenty (120) days written notice to the Owner."

4. In the first sentence of Section 19. "Termination for Convenience of Owner" change the words "upon ninety (90) days prior written notice" to the following:

"upon one hundred twenty (120) days prior written notice"

As hereinabove amended, all the terms, provisions and conditions of our said maintenance contract shall remain in full force and effect.

If the foregoing proposed amendment meets with your approval kindly indicate your acceptance by signing and returning to the attention of the writer the "Owner's File Copy" and both of the "Owner's Field Copy" of this letter which are attached.

Very truly yours,

UNION CARBIDE CORPORATION
Acting by its Division,
UNION CARBIDE CHEMICALS COMPANY

HRMitchell:db

By _____
Purchasing Agent

Approved by _____
Vice President

ACCEPTED:

BROWN & ROOT, INC.

By _____

BRF 0125