UNION CARBIDE CORPORATION
COATINGS MATERIALS DIVISION
Star Route Box 90
Brownsville, Texas 78521

PLAINTIFF'S EXHIBIT

UC-1771

UPON THE TERMS HEREIN CONTAINED "OWNER" (UNION CARBIDE) AGREES THAT CONTRACTOR AND OR ANY SUBCONTRACTOR HIRED BY CONTRACTOR WILL PERFORM THE WORK DESCRIBED BELOW IN ACCORDANCE WITH ALL SAFETY PROCEDURES SPECIFIED UNDER EXHIBIT A AND ALL THE TERMS AND CONDITIONS SPECIFIED UNDER EXHIBIT B. CONTRACTOR SHALL FURNISH AT ITS COST AND EXPENSE ALL LABOR, MATERIALS, TOOLS, MACHINERY, EQUIPMENT, APPLIANCES, SHORING, SCAFFOLDING, FALSE WORK, TRANSPORTATION, SAFETY EQUIPMENT, AND ALL OTHER THINGS NECESSARY FOR THE PERFORMANCE OF THE "WORK":

1. PHYSICAL ENTRY INTO FIVE (5) TANKS:

BUTANE FEED TANK	6392-260	(RX #2)
HIGH PRESSURE CO_2 TANKS	6392-214	(RX #1 S)
	6392-215	(RX #1 N)
	6392-315	(RX #2 W)
	6392-316	(RX #2 E)

TO PERFORM THE FOLLOWING TESTS:

- X-RAY
- THICKNESS
- DYE CHECK
- ALLOY VERIFICATION
- VISUAL

2. INSPECTION OF TWO (2) DECANTER COOLERS (HEAT EXCHANGERS)

DECANTER COOLER	6376-619	(RX #2)
DECANTER COOLER	6376-620	(RX #2)

3. INSPECTION OF ONE (1) PRODUCT COOLER (HEAT EXCHANGER)

PRODUCT COOLER	6376-621	(RX #1)

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4. TANKS AND HEAT EXCHANGERS WILL BE ISOLATED. LINES WILL BE EITHER SLIP BLINDED OR OPENED.

5. HEAT EXCHANGERS - HEADS WILL BE REMOVED. BUNDLES WILL BE PARTIALLY PULLED TO TEST THE TUBE SHEET ON EITHER SIDE.

A CURRENT CERTIFICATE OF INSURANCE MUST BE PROVIDED BY THE CONTRACTOR AND OR ANY SUBCONTRACTOR HIRED BY THE CONTRACTOR AS LONG AS THE ABOVE MENTIONED WORK IS BEING PERFORMED. CONTRACTOR AND OR SUBCONTRACTOR TO HAVE INSURANCE COVERAGE OF MINIMUM $100,000 PROPERTY DAMAGE LIABILITY, $300,000 BODILY INJURY LIABILITY PER PERSON, AND $500,000 BODILY INJURY LIABILITY PER OCCURRENCE.

CONTRACTOR AND OR SUBCONTRACTOR SHALL ABIDE BY ALL PLANT SAFETY RULES AND CONTRACTOR'S SAFETY RULES IN FORCE IN OWNER'S BROWNSVILLE, TEXAS PLANT. EXHIBIT A ATTACHED.

Charles W Romero 5/20/88 - Exxon — Debra Carter 5-20-88

CONTRACTOR — UNION CARBIDE CORPORATION — DATE

W J Schuelke Fish E.C. Inc.

SUB-CONTRACTOR

Alan Hyden Tendergis Inspection Corp.

APPROVED BY FRED CONE PER TELEPHONE CONVERSATION ON MAY 19, 1988

BRF 0244

EXHIBIT B

TERMS AND CONDITIONS

1. CONTRACTOR'S EXAMINATION - CONTRACTOR/AND OR SUBCONTRACTOR WILL BE HELD TO HAVE EXAMINED THE AGREEMENT OF THE WORK TO BE PERFORMED, EXHIBIT A, EXHIBIT B, AND THE SITE OF THE WORK BEFORE SIGNING THIS AGREEMENT AND TO BE SATISFIED AS TO THE CONDITIONS UNDER WHICH CONTRACTOR/AND OR SUBCONTRACTOR WILL BE OBLIGED TO OPERATE IN PERFORMING THE WORK, INCLUDING BUT NOT LIMITED TO ABOVEGROUND OBSTRUCTIONS, THE CHARACTER AND NATURE OF THE WORK, SAFETY REGULATIONS AND ALL OTHER CONSIDERATIONS WHICH MAY AFFECT THE WORK IN ANY MANNER.

2. WARRANTIES - CONTRACTOR/AND OR SUBCONTRACTOR WARRANTS THAT ALL MATERIALS AND EQUIPMENT INCORPORATED INTO THE RESULTS OF THE WORK (EXCEPT MATERIALS AND EQUIPMENT PROVIDED BY THE OWNER) AND EVERY PORTION OF THE WORK SHALL CONFORM TO THE TERMS OF THIS AGREEMENT AND THE TERMS OF EXHIBIT A AND EXHIBIT B, SHALL BE OF THE BEST QUALITY, SHALL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH THEY ARE REQUIRED, AND SHALL BE FREE OF ALL DEFECTS IN THE MATERIALS AND WORKMANSHIP.

3. SUBCONTRACTS - CONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE WORK WITHOUT THE CONSENT OF THE OWNER.

4. LIENS - CONTRACTOR/AND OR SUBCONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS OWNER AND ANY PARTY HAVING AN INTEREST IN A SITE WHERE ANY PORTION OF THE WORK IS BEING PERFORMED FROM LABORERS, MECHANICS, MATERIALMEN'S LIENS AND ALL OTHER LIENS AND CHARGES UPON THE WORK/AND OR UPON THE SITE OF THE WORK PERFORMED AND/OR MATERIALS OR EQUIPMENT FURNISHED BY CONTRACTOR OR BY A SUBCONTRACTOR HEREUNDER.

5. WASTE MATERIALS - CONTRACTOR SHALL NOT ALLOW WASTE MATERIALS OR RUBBISH TO ACCUMULATE IN OR ABOUT THE SITE OF THE WORK, BUT SHALL REMOVE THE SAME PROMPTLY AS OWNER DIRECTS.

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EXHIBIT B

TERMS AND CONDITIONS (CONT'D)

6. SAFETY - CONTRACTOR/AND OR SUBCONTRACTOR SHALL COMPLY WITH AND SHALL CAUSE ITS EMPLOYEES AND ALL SUBCONTRACTORS TO ABIDE BY ALL HEALTH, SAFETY AND SECURITY RULES AND REGULATIONS IN FORCE AT THE SITE OF THE WORK.

7. INSURANCE - CONTRACTOR/AND OR SUBCONTRACTOR SHALL AT ITS EXPENSE PROVIDE AND MAINTAIN WORKMEN'S COMPENSATION INSURANCE TO THE EXTENT REQUIRED BY LAW AND CONTRACTOR'S BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE (INCLUDING CONTRACTURAL LIABILITY COVERING THE INDEMNITY SET FORTH IN PARAGRAPH 8 BELOW) IN AMOUNTS APPROVED BY THE OWNER. CONTRACTOR/ AND OR SUBCONTRACTOR SHALL FURNISH TO OWNER WRITTEN CERTIFICATES ESTABLISHING THAT THE ABOVE INSURANCE HAS BEEN PROVIDED AND IS BEING MAINTAINED.

8. INDEMNITY PHYSICAL DAMAGE RESPONSIBILITY - CONTRACTOR/AND OR SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AGENTS AND SUBSIDIARIES, FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND EXPENSES OF EVERY CHARACTER WHATSOEVER, FOR BODILY INJURY, SICKNESS AND/OR DISEASE, INCLUDING DEATH AT ANY TIME RESULTING FROM SUCH BODILY INJURY, SICKNESS AND/OR DISEASE, SUSTAINED BY ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES OF OWNER, OF CONTRACTOR, OR OF A SUBCONTRACTOR), IF OR WHERE SUCH INJURY, SICKNESS, DISEASE AND/ OR DEATH AROSE OUT OF OR WAS IN ANY WAY CONNECTED WITH THE WORK, OR WITH THE PERFORMANCE OF OR FAILURE TO PERFORM THE WORK, OR WITH THE PRESENCE OF SUCH PERSON ON THE PREMISES OF OWNER OR THE SITE OF THE WORK. TO THE EXTENT VALID AND ENFORCEABLE UNDER APPLICABLE LAW, THE AFORESAID OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL INCLUDE, WITHOUT LIMITATION, INJURIES, SICKNESS, DISEASE AND/OR DEATH CAUSED BY RESULTING FROM OR IN ANY WAY CONNECTED WITH THE NEGLIGENCE, IN WHOLE OR IN PART, OF OWNER, ITS EMPLOYEES, AGENTS OR SUBSIDIARIES IN THE EVENT THAT THIS AGREEMENT PROVIDES FOR THE WORK TO BE PERFORMED ON PROPERTY OWNED OR CONTROLLED BY ANY PARTY OR PARTIES, THEIR EMPLOYEES AND AGENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND HEREBY ASSUMES ALL LIABILITY FOR LOSS OR DESTRUCTION OF, OR DAMAGE TO, ALL TOOLS, MACHINERY, EQUIPMENT AND APPLIANCES OWNED BY CONTRACTOR, OR LOANED OR LEASED TO CONTRACTOR BY OTHER THAN OWNER AND ALL PERSONAL

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8. INDEMNITY PHYSICAL DAMAGE RESPONSIBILITY (CONT'D)

PROPERTY OF CONTRACTOR'S EMPLOYEES. TO THE EXTENT VALID AND ENFORCEABLE UNDER APPLICABLE LAW, THE AFORESAID RELIEF FROM RESPONSIBILITY AND LIABILITY SHALL INCLUDE LOSS, DESTRUCTION OR DAMAGE CAUSED BY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE NEGLIGENCE, IN WHOLE, OR IN PART OF OWNER, ANY PARTY OWNING OR CONTROLLING PROPERTY ON WHICH ANY PORTION OF THE WORK IS BEING PERFORMED, OR ANY OF THEIR EMPLOYEES AGENTS OR SUBSIDIARIES.

9. LABOR - CONTRACTOR/AND OR SUBCONTRACTOR SHALL EMPLOY, OR CAUSE TO BE EMPLOYED, ON OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, ONLY PERSONS WHO ARE FIT AND SKILLED IN THE WORK ASSIGNED. SHOULD ANY DISORDERLY INCOMPETENT, OR OBJECTIONABLE PERSON BE EMPLOYED ON THE WORK BY CONTRACTOR OR BY ANY OF ITS SUBCONTRACTORS, CONTRACTOR SHALL, UPON REQUEST OF OWNER, CAUSE SUCH PERSON TO BE REMOVED FROM THE WORK.

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