

WILMER, CUTLER & PICKERING

1666 K STREET, N. W.

WASHINGTON, D. C. 20006

5-319A101

No.

Date NOV 15 1985

Fee \$ 20.00

ICC Washington, D.C.

INTERNATIONAL TELEX: 440 239 WCPI UI

TELEX: 89-2402 WICRNG WSH

TELEPHONE 202 872-6

November 15, 1985

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

RECORDATION NO. 14837 Filed 1425

NOV 15 1985 -4 15 PM

NOV 15 1985 -4 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 14837 Filed 1425

EUROPEAN OFFICE
4 CARLTON GARDENS
PALL MALL
LONDON, SW1Y 5AA, ENGLAND

TELEPHONE 011-441-839-4466

TELEFAX: 8813918 WAPLON

TELETYPE: 839 1537

CABLE ADDRESS: WICRNG LONDON

NOV 15 1985 -4 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

On behalf of ITT Industrial Credit Company I submit for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder, one executed counterpart and one certified true copy each of two primary documents not previously recorded, one entitled "Contract," dated August 6, 1985 and the other entitled "Locomotive Lease," dated June 5, 1984, and one executed counterpart and one certified true copy of a related secondary document not previously recorded entitled "Assignment of Lease Full Recourse" dated August 6, 1985.

New Number

The parties to the Contract are:

Inman Service Company, Inc. - Contractor
115 North Main
Baytown, Texas 77520

Phillips Chemical Company - Company
P. O. Box 792
Pasadena, Texas 77501

- A The parties to the Locomotive Lease are:

Inman Service Co., Inc. - Lessor
115 North Main
Baytown, Texas 77520

Phillips Chemical - Lessee
P. O. Box 792
Pasadena, Texas 77501

- B The parties to the Assignment of Lease Full Recourse are:

Inman Service Company Inc. - Assignor
115 North Main
Baytown, Texas 77520

NOV 15 4 11 PM '85
MOTOR OPERATING UNIT
ICC OFFICE OF THE SECRETARY

Allen H. Harrison

CONTRACT

14837
RECORDATION NO. Filed 1428

Fixed Price or Unit Price Contract - Short Form
RC - Signed Original

NOV 15 1985 -4 15 PM

Contract No. INTERSTATE COMMERCE COMMISSION
HCC 85-52

A.F.E. _____

Date August 6, 1985

City Pasadena State Texas

Inman Service Co., Inc.

Contractor

115 North Main

Baytown, Texas 77520

C.C.A17059
W.O. #79510

It is hereby agreed that you will, as an Independent Contractor, at your sole cost, risk and expense, perform the following described work in accordance with the terms and conditions numbered 1 to 14 as provided for on the reverse side of this sheet, and all of which is hereinafter referred to as the "Work".

Inman Service Company, Inc. To furnish two (2) EMD, SW-9 1200 Horsepower Diesel - Electric locomotives to Phillips Chemical Company for twelve months at the following rates.
Primary locomotive - \$4,850.00 per month (unlimited use)
Secondary locomotive - \$1,100.00 per month (for use up to 8 hrs. per day)

Inman Service Company to provide normal maintenance services and keep the locomotives in good working condition at no additional cost except as noted in Inman lease agreement.

Without limiting or modifying any other provision of this contract, and without restricting the independent contractor status of contractor, Company may request removal of, and contractor shall remove from the performance of any services hereunder, any of concurred in by contractor, are guilty of improper conduct, or who are not qualified or competent with respect to performance of the work assigned to them; provided, however, that notwithstanding the foregoing, Company shall have no affirmative duty to request removal of any such employee.

All Inman Service Co., Inc. employees who enter the Houston Chemical Complex must follow all plant driving rules and comply with all Plant Safety Rules. Any willful violation of an established safety rule can be cause for contract termination.

Ther term of this contract is from 12:00A.M. ,August 15, 1985 to 12:00A.M. August 14, 1986 and may be canceled by either party with a thirty (30) day written notice. Contractor shall furnish a certificate of insurance covering the period of this contract, as will protect contractor from claims arising under applicable State and Federal Workers Compensation Laws. Contractor will also provide a comprehensive general public liability insurance, excluding

Continued on next page...

Upon acceptance of the completed Work by the Company Representative named below or his duly authorized successor, the Company shall pay you the sum of _____.

Contractor acknowledges that Contractor has read and agrees to the Terms and Conditions stated on the reverse side of this page, including but not limited to the Indemnity provisions.

Accepted by:

Contractor

Company

By _____ Date _____

By _____ Date _____

Title

Name of Company Representative

Phone

Address

Phone

CONTRACT

Fixed Price or Unit Price Contract - Short Form
RC - Signed Original

Contract No. _____

A.F.E. _____

Date _____

City _____ State _____

Contractor

It is hereby agreed that you will, as an Independent Contractor, at your sole cost, risk and expense, perform the following described work in accordance with the terms and conditions numbered 1 to 14 as provided for on the reverse side of this sheet, and all of which is hereinafter referred to as the "Work".

products liability; and such other insurances Company may require, whether upon the execution of this contract, or at any time during the term or renewal or extended term thereof. All insurance coverage referred to herein shall include a waiver of any right of subrogation the insurance carrier or contractor may have against Company. No premiums for any such insurance as is referred to herein shall be reimbursable to contractor by Company except as may be otherwise specifically provided for in this contract.

The attached letter regarding company policy on alcohol, illegal drugs, and controlled substances is a part of this contract.

Upon acceptance of the ^{monthly invoice} completed work by the Company Representative named below or his duly authorized successor, the Company shall pay you the sum of above rates.

Contractor acknowledges that Contractor has read and agrees to the Terms and Conditions stated on the reverse side of this page, including but not limited to the indemnity provisions.

Accepted by:

Inman Service Company, Inc.

Contractor

By X [Signature] Date X SEPT 30, 1985

X EXECUTIVE VICE PRESIDENT
Title

(713) 427-6677

Phone

Phillips Chemical Company

Company

By X [Signature] Date X

J.R. VanBuskirk, V.P., Plastics Div.

Name of Company Representative

P.O. Box 792, Pasadena, TX. 77501

Address

(713) 475-3666

Phone



PHILLIPS CHEMICAL COMPANY

A SUBSIDIARY OF PHILLIPS PETROLEUM COMPANY

PLASTICS — Houston Chemical Complex

PASADENA, TEXAS 77501-0792
BOX 792 PHONE: 713 475-3666

April 26, 1985

TO: ALL CONTRACTORS & CONTRACT EMPLOYEES

It is important for each Phillips Chemical Company contractor and contract employee to be aware of the following policy regarding alcohol, illegal drugs, and controlled substances.

1. It is absolutely prohibited for any contract employee to be under the influence of, possess, sell, transfer, or receive any alcohol, illegal drugs, or controlled substances while on Company property, or while on duty. A controlled substance is defined as any illegal drug or prescription drug which is not obtained by a valid prescription from a licensed physician for medical reasons. Employees determined to be in violation of any of the above will be removed from Company property.
2. The term "property" includes any property or facility owned, leased, or under the control of Phillips Chemical Company at the Houston Chemical Complex, wherever located, including but not limited to land, buildings, parking lots, structures, installations, and vehicles.
3. Entry onto Company property constitutes consent to and recognition of the right of the company and its authorized agents to search persons, vehicles, and personal effects. Inspections will be conducted at the discretion of management. Contract employees who refuse to comply with or cooperate with management or its authorized agents during searches will not be allowed on Company premises.

Everyone must recognize that strong policies and guidelines must be implemented to ensure that the well-being and safety of employees and the plant is maintained. We are convinced that this policy is necessary and we encourage your active support in complying with these guidelines.

D. W. Price

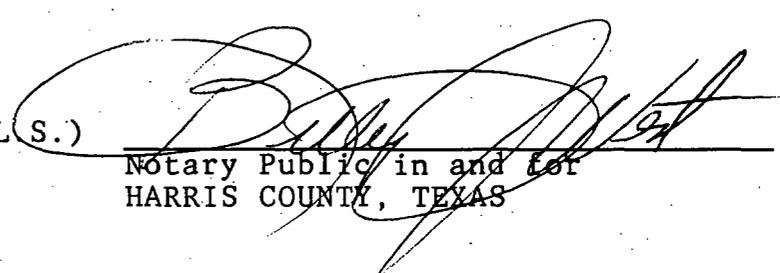
DWP:ma

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Vince Inman and J.R. VanBuskirk known to me to be the persons whose name subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6th day of August, A.D. 1985.

(L.S.)



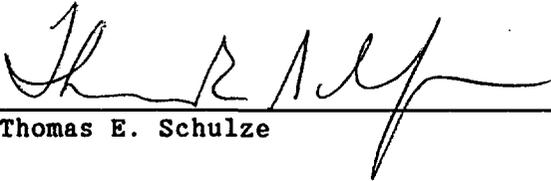
Notary Public in and for
HARRIS COUNTY, TEXAS

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

CERTIFICATION OF TRUE COPY

I, Thomas E. Schulze, a member of the Bar of the State of Illinois, do hereby certify that I have compared the attached copy of the document entitled "Contract" with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 13th day of November, 1985.



Thomas E. Schulze

Subscribed and sworn to before me
this 13th day of November, 1985.



Notary Public

My commission expires:
10-28-88

6991Z(b)