

**ASARCO INCORPORATED  
CLOSED PLANT UNIT**

**PROFESSIONAL SERVICES AGREEMENT**  
**Contract No.** \_\_\_\_\_

**FOR**

**Project Name El Paso Smelter**  
**Air Pollution Control**  
**Audit for TCEQ**

**BY AND BETWEEN**

**ASARCO LLC**

**AND**

**EHP CONSULTING, INC.**

**Immediate**

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**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ by and between: EHP Consulting, Inc. whose address is:

\_\_\_\_\_ 6038 N Camino Miraval \_\_\_\_\_  
\_\_\_\_\_ Tucson AZ 85718 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "CONSULTANT") and ASARCO LLC whose address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "OWNER").

The CONSULTANT and the OWNER, for and in consideration of the mutual covenants set forth herein, agree as follows:

**1. GOVERNING TERMS**

This Agreement constitutes the sole, exclusive and entire agreement between OWNER and CONSULTANT. Any modifications must be in writing and signed by both parties and subject to review and approval by the Executive Director of the Texas Commission on Environmental Quality (TCEQ). This Agreement and the attached Exhibit A shall control in the event of any inconsistency in any document referred to or incorporated herein, or provided by the CONSULTANT.

**2. SCOPE of SERVICES**

CONSULTANT agrees to perform all Services described in Exhibit A (the "Services" or the "Work"). No change or increase in the Scope of Services shall be valid unless agreed to in writing in advance of performance of the Services.

**3. TIME for PERFORMANCE**

The CONSULTANT shall commence Services on or about January 2, 2007, and complete the Services as soon as practical. In performing the Services, time shall be of the essence.

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**4. MATERIALS, EQUIPMENT and LABOR**

CONSULTANT shall furnish all labor, transportation, tools, supplies, materials and related equipment necessary to complete the required Services.

**5. PAYMENTS**

The OWNER shall pay CONSULTANT the agreed amount for Services rendered in accordance with the terms set forth in Exhibit A. CONSULTANT shall submit invoices monthly and such invoices shall be paid within 30 days of receipt.

Notwithstanding any payment provisions elsewhere in this Agreement, including any exhibits, amendments, or attachments thereto, the CONSULTANT acknowledges that the work to be performed may be subject to payment procedures and processes established for the Environmental Trust (Trust), which has been created pursuant to the provisions of Section VII of the Consent Decree between the U.S. Department of Justice and Environmental Protection Agency and OWNER (CV 02-2079-PHX-RCB *United States of America v. Asarco, Inc. and Southern Peru Holdings Corporation*), and the Asarco Trust Agreement. To be eligible for consideration for payment from the Trust, work must be paid directly to the CONSULTANT from the Trust. The Trustee is authorized to directly reimburse CONSULTANT for work authorized under the approved annual budget upon submittal of unpaid CONSULTANT invoices, accompanied by OWNER's statement that the CONSULTANT has not yet been paid and is to be paid directly by the Trustee. The OWNER, U.S. Department of Justice and Environmental Protection Agency, and Trustee have established procedures for invoice submittal, review and approval in order that work be paid directly from the Trust as permitted in the above-referenced Consent Decree and Asarco Trust Agreement. CONSULTANT agrees that if any or all work under this Agreement is subject to direct payment by the Trust, it will comply with the procedures established for direct payment from the Trust. In addition, CONSULTANT agrees that it will not submit any claim to the OWNER for direct payment, unless i) OWNER has first expressly authorized the work and the payment outside the Trust prior to any work being performed under this Agreement, or ii) the claim has been submitted to the Trustee and denied pursuant to the terms and conditions of the Asarco Trust Agreement.

**6. WARRANTY**

CONSULTANT warrants that all Services rendered hereunder shall be performed using the highest degree of skill and care normally exercised by recognized industry professionals in Texas at this time performing services of the same nature required hereunder under similar time and budget constraints, and that such services shall conform to all requirements of this Agreement.

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**7. FORCE MAJEURE**

If either party is prevented in whole or in part from performing its obligations under this Agreement by unforeseeable events or causes beyond its control and without its fault or negligence, then during the course of such event or cause the party so prevented shall be excused from whatever performance is affected by such event or cause; provided that such party provides prompt written notice to the other party of such condition. Force Majeure events or causes include, but are not limited to: acts of God; unusually severe weather; labor disputes; fires; riots; civil commotion; acts of federal, state or local governmental authorities; and acts of war.

**8. CONSULTANT CLAIMS**

In the event CONSULTANT sustains a delay, damage or loss of any kind or encounters a change or unexpected condition during performance of this Agreement, CONSULTANT's sole remedy against OWNER shall be an award of an extension of time for performance. In no event may CONSULTANT recover any monetary relief from OWNER, including but not limited to damages, consequential or otherwise.

**9. SUBCONTRACTS**

The CONSULTANT shall not employ any Subcontractors without the prior written approval of the OWNER. For the Subcontracted Work, the CONSULTANT shall require each such Subcontractor to adhere to the terms and conditions of this Agreement. Nothing herein shall be deemed to create a contractual relationship between any such Subcontractor and the OWNER. For the purposes of this paragraph, analytical laboratories, drilling companies, and companies providing routine services such as reproduction, are not considered to Subcontractors.

**10. ASSIGNMENT**

Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party. Nor shall the CONSULTANT assign any monies due or to become due it hereunder without the prior written consent of the OWNER.

**11. COMPLIANCE WITH ALL LAWS AND ENVIRONMENTAL SAFETY AND HEALTH POLICY**

CONSULTANT acknowledges that compliance with laws and providing a safe and healthy workplace and protection of the environment is an OWNER priority. CONSULTANT agrees to abide by that priority in all of its actions that relate to OWNER. CONSULTANT agrees, represents and warrants that in providing Services hereunder it will maintain copies of and will fully comply with all

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applicable federal, state and local laws, rules, regulations, standards and other governmental requirements including but not limited to: the Federal Occupational Safety and Health Act ("OSHA"), Federal Mine Safety and Health Act ("MSHA") the statutes enforced by the U.S. Environmental Protection Agency ("EPA"), their state and local equivalents and all regulations, policies and orders issued by or pursuant to them (the "Acts"). The inclusion in this Agreement of any specific laws or regulations shall not relieve CONSULTANT of its obligation to comply with all federal, state and local laws, rules, statutes, regulations and ordinances. CONSULTANT further agrees that any of its officers, agents, employees, contractors or subcontractors that enter OWNER's premises will be trained, certified and/or licensed both as required by such laws and Acts and in the methods and procedures for compliance with them. CONSULTANT acknowledges and agrees that it has instituted a policy that mandates compliance with this provision.

**12. ENVIRONMENTAL HEALTH AND SAFETY PROVISIONS**

CONSULTANT agrees to comply with all of OWNER's safety, health and environmental rules and procedures relating to Services performed on, access to and use of, OWNER's facility, including but not limited to the following general safety and health, and environmental provisions:

(a) CONSULTANT shall designate a job site representative to be its supervisor responsible for compliance with all laws, and that person shall be responsible for promoting health, safety and accident prevention, environmental protection, compliance with applicable laws, rules and regulations and coordinating such activities with OWNER.

(b) CONSULTANT shall convey in writing to its employees and employees of its subcontractors that they must notify CONSULTANT and OWNER's representative immediately of any environmental, safety or health concerns or hazards, or problems they may have or encounter in performing this Agreement or any of its requirements. CONSULTANT agrees to evaluate the concern, take protective actions, if needed, and notify OWNER of such concerns and actions in writing.

(c) CONSULTANT agrees to limit its travel on OWNER's facilities solely to that necessary for performing this Agreement and require that its employees, agents and subcontractors be accompanied by OWNER's personnel and a representative of TCEQ, unless a particular employee, agent or subcontractor is authorized by OWNER to be unaccompanied and TCEQ approves of the same.

(d) CONSULTANT agrees to become familiar with and train its employees and those of its subcontractors in the characteristics of the site, including, but not

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limited to, any hazards, restricted areas, protective measures and applicable emergency and evacuation procedures.

(e) CONSULTANT agrees to provide and utilize safe, functional equipment and non-hazardous materials and to possess or obtain, prior to entering OWNER's site, any training, testing, licenses or certifications that are necessary, appropriate or required for utilizing all equipment, materials and tools used to perform this Agreement. CONSULTANT also agrees to maintain such equipment, materials and tools in good order and working condition, and utilize personal protective equipment whenever appropriate or required by law or OWNER's policies.

(f) CONSULTANT shall promptly advise OWNER of any investigation or inspection by any federal, state or local governmental agency in any way related to or concerning OWNER or Work under this Agreement.

(g) CONSULTANT shall immediately notify OWNER (and if requested, provide a detailed written report) of every accident or incident involving injury to personnel or occupational illness, or damage to OWNER's property, or environmental incident or event occurring in connection with this Agreement. CONSULTANT agrees to assist OWNER with any investigation thereof, and agrees to record and report all required information by and to all appropriate federal, state and local regulatory agencies. CONSULTANT shall provide notice and copies of such reports and information to OWNER. On a monthly basis, CONSULTANT shall also report to OWNER employee days and hours worked while on OWNER's premises. Such information may be provided as part of CONSULTANT's invoices.

(h) Upon request, CONSULTANT agrees to provide OWNER with its written environmental, safety and health programs and documents applicable to its presence at OWNER's facility and to provide any requested additional documentation or certification.

**13. EFFECT OF OWNER'S VOLUNTARY ACTIONS**

(a) CONSULTANT's duties of indemnity towards OWNER pursuant to Paragraph 18 shall apply with full force and effect even if OWNER provides CONSULTANT with safety, health and environmental information, training, materials, inspections, goods or services, or otherwise voluntarily assists CONSULTANT in protecting people and the environment and meeting CONSULTANT's compliance obligations hereunder.

(b) CONSULTANT acknowledges that it is fully and solely responsible for compliance with all laws and regulations and that any assistance provided by OWNER as referenced herein is provided voluntarily and solely for the

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purposes of promoting the parties' mutual interests in health, safety and the environment.

(c) Any actions by OWNER in volunteering environmental, safety and health information, training, materials, equipment and services shall not be alleged to, nor constitute a change in, or diminish or relieve CONSULTANT of any contractual or governmental responsibilities in these areas. Such OWNER's voluntary actions also shall not constitute, nor be alleged by CONSULTANT in any inspection, investigation or legal proceeding to constitute control, supervision or direction of its employees.

**14. ENVIRONMENTAL SAFETY AND HEALTH VIOLATIONS AND ASSESSMENTS**

CONSULTANT acknowledges that violations by CONSULTANT of health, safety, environmental and other statutory and regulatory laws and authority may result in the imposition of civil and/or criminal penalties or in other damage and loss to both OWNER and CONSULTANT. CONSULTANT agrees that OWNER shall have the right to assess or back charge CONSULTANT an amount equal to that which OSHA, MSHA or the EPA or their state or local equivalents actually assess OWNER for violations due to violations by CONSULTANT. OWNER also shall have the right to inspect or audit CONSULTANT's records, conduct or actions related to this Agreement for the purpose of monitoring CONSULTANT's compliance with, and for enforcing the terms of, this provision. OWNER's remedies against CONSULTANT for violations of the environmental, health and safety provisions of this Agreement shall not be limited to those set forth above.

**15. CONFIDENTIALITY and CONFLICTS of INTEREST**

The CONSULTANT agrees to hold in strict confidence any and all information provided by OWNER or obtained from OWNER's site and any data, findings, and results of CONSULTANT's Work (the "Information"). This section shall not apply to any Information or portions of such Information which (a) are or become generally available to the public other than as a result of a disclosure by CONSULTANT, or (b) become available to the CONSULTANT on a non-confidential basis from a source other than the OWNER, (c) is the subject of a written release letter provided by OWNER, (d) is required to be provided by law. If there is a reasonable doubt about the confidential status of any information, the CONSULTANT must inquire with the OWNER in writing, or (e) except as provided in Exhibit A hereto.

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**16. STATUS AND RESPONSIBILITY OF CONSULTANT AND ITS PERSONNEL**

The status of CONSULTANT hereunder is that of an independent contractor and any Worker's Compensation Insurance coverage, required training, tax payments or employee's benefits for CONSULTANT's personnel shall be the sole responsibility of CONSULTANT. CONSULTANT shall at all times enforce strict discipline and good order among its employees or agents that enter OWNER's site, and shall not employ on the site any unfit or untrained person or anyone not skilled in the work assigned to him. OWNER may require changes in personnel assigned to perform Services on OWNER's site when, in OWNER's opinion, CONSULTANT's Services are not being performed timely or satisfactorily.

**17. INSURANCE**

**A. Minimum Scope and Limits of Insurance**

The CONSULTANT shall procure, pay for and maintain in full force and effect at all times during the performance of the Services and until final acceptance of the Services, policies of insurance issued by financially responsible carriers with Best's ratings of no less than A:VII, that afford the following coverage's:

Commercial General Liability Policy (ISO occurrence or claims made form) including bodily injury, property damage, completed operations and products coverage's.	Not less than \$1 million per occurrence combined single limit for both bodily injury and property damage.
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(Completed operations shall be provided for a period of two years from final acceptance of the work by OWNER. If a general liability policy is written on a claims-made basis, the OWNER's interest must continue to be covered for an additional two-year period after policy expiration.)

**B. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. With respect to Commercial General Liability and Automobile Liability, these policies shall:

(a) name the OWNER, its parents, subsidiaries, agents and affiliated companies, and its directors, officers, agents and employees as *Additional Insureds*;

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- (b) expressly include a *severability of interest* clause; and
- (c) be *primary insurance* as respects the OWNER, its parents, subsidiaries, agents and affiliated companies, and its directors, officers, agents and employees.

Any *failure to comply* with reporting provisions of these policies shall not affect coverage provided to the OWNER.

- 2. With respect to all coverage's except Professional Liability Insurance, every policy shall contain a *Waiver of Subrogation* endorsement in favor of the OWNER, its parents, subsidiaries, agents and affiliated companies, and its directors, officers, agents and employees.

**C. Verification of Coverage**

Before any equipment or personnel is brought on to OWNER's premises, CONSULTANT agrees to deliver to OWNER an original *Certificate(s) of Insurance* evidencing the above coverage's. All policy deductibles and/or self-insured retentions must be shown on the *Certificate(s)* and are subject to approval by the OWNER. *Certificates* shall expressly provide that no less than thirty (30) days prior written notice shall be given OWNER in the event of material alteration to or cancellation of the coverage evidenced by such policies. Upon renewal of each policy, CONSULTANT shall provide to OWNER a *Certificate(s) of Insurance* evidencing all of the provisions specified in this Article.

CONSULTANT will maintain the original of all policies and endorsements and provide OWNER with copies of the same upon request of OWNER.

**D. Subcontractors**

CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate *Certificates* and *Endorsements* for each subcontractor. For the purposes of this paragraph, analytical laboratories and companies providing routine services, such as reproduction, are not considered to be Subcontractors .

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**18. INDEMNIFICATION**

CONSULTANT agrees to indemnify, defend and hold harmless OWNER from and against all claims, suits or demands of any kind and description, and from and against all alleged or actual damages, loss, fines or penalties which OWNER or OWNER's property may sustain, incur, suffer or receive and which arise or allegedly arise in whole or in part from CONSULTANT's performance under this Agreement or from any other conduct, actions or inactions by CONSULTANT. CONSULTANT's indemnity obligations include, but are not limited to, payment of all judgments, legal fees and expenses incurred by OWNER. OWNER's rights and CONSULTANT's indemnity obligations hereunder shall apply with full force and effect even if OWNER or any third party is or may be liable or responsible in part for the claim, suit, demand, damage, loss, fine or penalty sustained, incurred, suffered, or received. However, CONSULTANT's indemnity obligation shall apply for the amount and to the extent that CONSULTANT is at fault for or the cause of such loss or damages. OWNER's rights and CONSULTANT's obligations hereunder shall survive the expiration or termination of this Agreement.

**19. RIGHT TO TERMINATE AGREEMENT**

**A. Termination For Cause.**

OWNER may terminate or cancel this Agreement in whole or in part for cause if: (1) CONSULTANT's performance does not conform in all respects to CONSULTANT's warranty or the terms of this Agreement; (2) CONSULTANT fails to timely and satisfactorily provide its Services to OWNER; (3) any reasonable question arises concerning CONSULTANT's financial condition or solvency. Where a basis for termination exists, OWNER will give CONSULTANT written notice specifying the CONSULTANT's deficiencies. If the OWNER reasonably determines that the deficiencies cannot be corrected to its satisfaction, the notice shall so state and the Contract will be deemed terminated for cause. If the OWNER deems the deficiencies curable and the deficiencies are not corrected to the satisfaction of OWNER within seven (7) days of the date of CONSULTANT's receipt of written notice, or such other time period set forth in OWNER's notice, the OWNER may terminate this Agreement by giving the CONSULTANT written notice of termination. Any notice of termination shall specify the extent to which performance under the Agreement is terminated, and the effective termination date. The OWNER shall pay CONSULTANT for performance received, approved and accepted by OWNER prior to the effective date of termination, minus any additional costs of completion and damages that OWNER may incur as a result of the termination.

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CONSULTANT may stop work or terminate this Agreement for cause, without prejudice to any other right or remedy it may have under this Agreement or as a matter of law if, i) any proceeding is instituted by or against the CONSULTANT seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking the entry of an order of relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property; or ii) the CONSULTANT admits its inability or fails to pay its debts generally, or shall make general assignment for the benefit of its creditors; or iii) CONSULTANT is not paid within 90 days of receipt by OWNER or Trust of invoice. If CONSULTANT is terminated for cause, OWNER is still liable for the unpaid balances due on all work performed by CONSULTANT.

**B. Termination For Convenience (Without Cause).**

OWNER may, by written notice, terminate or cancel this Agreement in whole or in part, at any time and for any reason for OWNER's convenience. In the event this Agreement is terminated for convenience or canceled, CONSULTANT shall be entitled to recover the balance due on the Agreement price only for the services received, approved and accepted by the OWNER up through the date of termination, less previous payments made and any costs OWNER has incurred as a result of CONSULTANT's actions under the terminated or canceled Agreement. In no event may CONSULTANT recover from OWNER any damages, direct, consequential or otherwise or lost profits arising from termination of this Agreement.

**20. DISPUTES**

Any dispute arising out of or in connection with this Agreement shall first be subject to mediation administered by the American Arbitration Association. Any dispute, which cannot be amicably settled through mediation between the parties shall be finally settled by arbitration under the Rules of Commercial Arbitration of the American Arbitration Association. A demand for arbitration may be made as soon as it becomes apparent that the matter cannot be settled through mediation. The mediation or arbitration shall take place at a mutually convenient location in the city closest to OWNER's facility originating this Agreement. The resulting decision of the arbitrators shall be final and binding on the parties. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. No request or demand for mediation or arbitration shall be made after the date on which the applicable statute of limitations would expire.

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**21. GOVERNING LAW**

This Agreement, including performance and all disputes hereunder, shall be governed by the laws of the state or commonwealth in which OWNER will receive the direct beneficial use of the Services.

**22. CONFLICTS**

In the event of conflict between the provisions of this Agreement and any Attachment(s) or Exhibit(s) attached hereto, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**OWNER:**

By: JL Hall

Its: VP Env Affair

Date: 1/26/07

**CONSULTANT:**

By: L. Patel

Its: President

Date: 1/8/2007

AJARCO LLC

By: A. E. Macerita

Its: Executive Vice President

Date: 1-23-07

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**PROFESSIONAL SERVICES AGREEMENT**  
**EXHIBIT A**

**2006 SCOPE OF SERVICES:**

Consultant shall determine the condition of all air quality control equipment and the predicted control effectiveness for the operation of the equipment and related practices located at the ASARCO LLC ("ASARCO") Copper Smelter located in El Paso, Texas, pursuant to Ordering Provision 3 of the Texas Commission on Environmental Quality Interim Order dated March 10, 2006 ("Interim Order").

Consultant shall also review all air quality control equipment in comparison with all requirements of ASARCO's existing Air Quality Permit No. 20345 pursuant to Ordering Provision 3 of the Interim Order.

Consultant shall review and determine whether the Copper Smelter could be operated in accordance with industry standards and practices. In order to accomplish this, Consultant shall review commissioning or start-up plans ("Plans") for their adequacy and may make recommendations for changes to the Plans to meet industry standards and practices.

Consultant shall recommend post commissioning or start-up activities, such as testing, observation, procedures or practices, as Consultant deems appropriate to determine, evaluate or validate the above.

Specific tasks to be conducted by Consultant shall include the following:

(1) A review of the condition of the condition of the air quality equipment that can be categorized as fixed and permanent equipment for which ASARCO has no plans to change prior to smelter start-up. Examples of these include:

a. The control systems of hot and wet electrostatic precipitators (to ensure that each field operates at maximum power input);

b. The condition of major ducting that is not scheduled for repairs prior to start-up; and

c. The condition of baghouse components not planned for repairs / replacements prior to start-up.

(2) A review of ASARCO's plans for commissioning air quality equipment prior to smelter start-up. Examples of these could include:

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- a. Replacement of bags in baghouses;
  - b. Replacement of scrubber packing;
  - c. Planned maintenance activities to ducts, blowers, heat exchangers, etc.;
- and
- d. Review of plans to train new employees to operate and maintain control equipment.

Upon completion, Consultant shall provide a draft report of his findings to TCEQ and ASARCO for review and comment prior to preparing a final report. Any comments received from TCEQ or ASARCO may be, but are not required to be, included in Consultant's final report. Consultant shall at a minimum, however, consider such comments in formulating and finalizing his independent review and determinations. To the extent Consultant can not accomplish any of the above items, Consultant's final report may make recommendations for additional activities to address such deficiencies.

Consultant shall exercise his independent professional judgment in conducting the review and in preparing the Final Report. Consultant is advised that TCEQ staff will consider and rely on the Final Report in preparing its own independent opinion and conclusions. Because Consultant's services are intended to be an independent professional review, it is not contemplated that either ASARCO or TCEQ will be bound to agree with Consultant's conclusions, and neither ASARCO's nor TCEQ's agreement or disagreement with the conclusions of Consultant's report shall be considered evidence of compliance with, nor a breach of, this agreement. Consultant's services under this contract shall be limited to the services described herein (as they may be modified from time to time in accordance with all requirements of this Contract).

Because Consultant is performing an independent review, and making a Final Report to the TCEQ Executive Director, ASARCO and TCEQ intend that all direction and communication to Consultant under this Agreement be made jointly by TCEQ and ASARCO. ASARCO and Consultant therefore agree to communicate with each other only in the presence of a TCEQ (physical or by teleconference) representative, to copy TCEQ on all written or electronic communications, and to provide TCEQ with reasonable notice and (if applicable) planned agendas for all meetings, conference calls, and similar activities. Further, no modifications or explanations of the Work under this Agreement shall be made or binding unless communicated in accordance

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with this paragraph as well as any other relevant provisions of this Agreement relating to contract modification. Consultant shall not proceed under any modification, explanation, or director regarding the Work under this contract unless it has been communicated in accordance with this paragraph as well as any other relevant provisions of this Agreement relating to contract modification.

Compensation to Consultant shall be on a time and materials basis not to exceed \$25,000 unless agreed to by ASARCO and Consultant in writing. Consultant shall retain all documents collected, received or maintained in the course of execution of this agreement, including drafts, and shall maintain them as confidential for the duration of this agreement. At the conclusion of the agreement, all such documents shall be the property of, and delivered to, ASARCO. Upon request, Consultant shall provide information identified under Article 15 to TCEQ under a claim of confidentiality by ASARCO and subject to the limitations imposed by Section 15. Consultant and ASARCO acknowledge that all such information may be subject to public release by the TCEQ as may be provided for under the Texas Public Information Act. Consultant shall refer any requests for such information from parties other than ASARCO or TCEQ to the TCEQ, with notice to ASARCO; Consultant shall not release such information to anyone other than the TCEQ or ASARCO except as provided for under exceptions (a) through (d) of Article 15.

Consultant shall be available at a minimum for weekly conference calls or e-mail communication with ASARCO and TCEQ. If Consultant needs to communicate outside these calls with ASARCO and TCEQ on any issue related to this contract, Consultant shall advise the parties in writing and include the general nature of the issue. E-mail is acceptable. Contacts for all direction and communications shall be:

For ASARCO:

Lairy Johnson, P.G.  
Plant and Environmental Manager  
ASARCO LLC  
P.O. Box 1111  
El Paso, Texas 79999  
(915) 541-1819  
(915) 521-3651 - Fax  
ljohnson2@asarco.com

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Mr. David Cabe  
Zephyr Environmental  
1515 Capital of Texas Highway South  
Suite 300  
Austin, Texas 78746-6544  
(512) 329-5544  
(512) 329-8253 - Fax  
DCabe@zephyrenv.com

Rodman Johnson  
Brown McCarroll, L.L.P.  
111 Congress Avenue  
Suite 1400  
Austin, Texas 78701  
(512) 479-9735  
(512) 479-1101 - Fax  
rjohnson@mailbmc.com

For TCEQ:

Richard A. Hyde, P.E., Director, Air Permits  
Texas Commission on Environmental Quality  
P. O. Box 13087  
MC-163  
Austin, Texas 78711  
(512) 239-1250  
(512) 239-1300 - Fax  
rhyde@tceq.state.tx.us