



DOW CHEMICAL U.S.A.

April 21, 1982

SALES DEPARTMENT
P O. BOX 4269
HOUSTON, TEXAS 77210

Mr. David W. Calhoun
Director, Energy & Raw Materials Supply
Hooker Chemical Company
P. O. Box 4289
Houston, Texas 77210

VINYL CHLORIDE MONOMER
CONTRACT NO. 26898

Dear Dave:

In accordance with our several discussions, we propose that the following additions and amendments to our Contract No. 26898 apply for the period April 1, 1982, to December 31, 1983:

QUANTITY - PARAGRAPH NO. 2 - SUBSTITUTION FOR "A" AND "B"

- A. Dow will be obligated to supply a quantity equal to 33 percent (33%) of Hooker's total VCM requirements for consumption at all of Hooker's U.S. PVC plants, not to exceed twenty million pounds in any month without Seller's consent.
- B. Hooker shall be obligated to purchase a quantity equal to 33 percent (33%) of Hooker's total VCM requirements for consumption at all of Hooker's U.S. PVC plants, but no particular percentage at any one plant.
- C. Up to fifty percent (50%) of the VCM supplied by Dow in any month may be produced with chlorine supplied by Hooker at Hooker's option.

DELIVERY OF PRODUCTS - PARAGRAPH NO. 3 - ADDITION

- C. VCM supplied by Dow to Hooker's Addis, Louisiana, plant will be free of transportation charges as prescribed in Paragraph 3A, Contract No. 26898.
- D. VCM will be supplied by Dow to other Hooker plants, FOB, Plaquemine, Louisiana, in Hooker tankcars.
- E. Chlorine supplied by Hooker will be delivered by Hooker to Dow's Plaquemine, Louisiana, plant in Hooker tankcars with freight for Hooker's account. The Chlorine is to meet Hooker's attached Data *Sheet* Sheet #745 dated March 1982.

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PRICE PER UNIT - PARAGRAPH NO. 14 - SUBSTITUTION

- A. The price for VCM produced with Dow chlorine shall be Dow's then current price to the PVC industry.
- B. For VCM produced with Hooker chlorine, Dow will charge a toll fee for each such pound of VCM. The toll fee to be equal to that toll fee paid by Hooker to other VCM suppliers for similar quantities during the amended period. Hooker will deliver .64 lbs. of chlorine to Dow for each pound of toll VCM Dow supplies Hooker.

FAVORED NATIONS - PARAGRAPH NO. 16

The quantity provisions of this clause will not apply for the amendment period.

Effective January 1, 1984, Contract No. 26898 will be administered as originally written with the above additions and amendments null and void.

In addition to the above amendments to the contract, you have also asked us about supplying VCM for PVC export. We came to you in the past with export incentives which was not of interest to you at the time. We will continue to be available for discussions on this topic in the future.

If you are in agreement with the above, kindly indicate your acceptance by signing and returning the attached copy of this letter which shall become a part of and be affixed to the contract between us.

Yours very truly,

DOW CHEMICAL U.S.A.

By: *T. F. Sheehan*

T. F. Sheehan
District Sales Manager

Date: 4/22/82

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ACCEPTED:

HOOKER CHEMICALS & PLASTICS CORP.

~~HOOKER CHEMICALS & PLASTICS CORP.~~

By: *David W. Calhoun*

David W. Calhoun
Director
Energy and Raw Material Supply

Date: 4/30/82

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