

6/22/90

A G R E E M E N T

AGREEMENT, made this 3rd day of July, 1990, by and between EUROPEAN VINYLs CORPORATION (Holdings) B.V. a company organized under the law of the Netherlands with offices at Strawinskylaan 1041, 1077 XX Amsterdam, The Netherlands (hereinafter called "EVC") and Vista Chemical Company, a company organized under the laws of the State of Delaware, U.S.A., with an office and principal place of business at 900 Threadneedle, P.O. Box 19029, Houston, Texas 77079 (hereinafter called "VISTA").

W I T N E S S E T H

WHEREAS, EVC is in possession of certain Process Technology (as hereinafter defined) relating to polymer build up suppressants (as hereinafter defined and referred to as BUS) and the process for the application of such BUS in the production of suspension grade polyvinyl chloride (hereinafter referred to as PVC); and

WHEREAS, VISTA has tested and applied BUS during trials in VISTA's own plants to VISTA's own satisfaction and has confirmed the effectiveness of the use of BUS as a PVC resin build up suppressant; and

WHEREAS, VISTA desires to acquire the right and license to utilize such Process Technology in the Licensed Territory, (as hereinafter defined); and

WHEREAS, EVC is willing to grant such right and license to VISTA to utilize the Process Technology in the Licensed Territory on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I - DEFINITIONS

- (A) "BUS" shall mean either BUS-80 or EVICAS-90 resin build-up suppressants, each containing the same active ingredient, for use in suspension type polymerization of vinyl chloride monomer to produce polyvinyl chloride (hereinafter referred to as "PVC").
- (B) "Process Technology" shall mean data, experience and know-how relating to the use of BUS and its application to the inner surfaces of polymerization reactors and condensers attached thereto for the manufacture of PVC which EVC is in possession of on the date of this Agreement to the extent that EVC shall be legally free to disclose such Process Technology.

- (C) "Licensed Territory" shall mean the United States of America.
- (D) "Improvements" shall mean additions to or modifications of design, equipment, instrumentation, materials of construction or operating procedures, whether patentable or not, which improve the mechanical or chemical efficiency of the Process Technology, or which reduce the capital investment or operating costs of the Process Technology, or which improve instrumentation control, capacity, PVC quality, effluent treatment or safety of operation of said Process Technology. However, the term "Improvements" shall not include any process technology or know-how for the use of or application of BUS which (1) is based upon any chemical process or equipment design fundamentally different in its principle(s) of operation or reaction than those embodied in the Process Technology, or (2) would not be incorporated in a commercial plant utilizing the Process Technology by a prudent operator through step-by-step changes in that plant without substantial prior laboratory and/or pilot plant testing.
- (E) "Man-day" shall mean any calendar day or part thereof during which an EVC representative shall be engaged either in the United States or elsewhere in work performed for VISTA or during which such representative is away from home office on duties pursuant to this Agreement or while in travel to or from such work.

- (F) "Effective Date" for this Agreement shall mean the date first written above.
- (G) "Start-up" shall mean the date after the Effective Date when BUS is first introduced into a polymerization reactor in any VISTA plant or plant expansion.
- (H) "Expansion" shall mean new PVC resin capacity achieved from reactors in new plants and through the addition of new reactors in a new plant and from new reactors in an addition to an existing plant. Increased capacity achieved through conventional debottlenecking shall not be considered an Expansion. Use of BUS in reactors using BUS for producing PVC in plants acquired by VISTA after the Effective Date shall be considered an Expansion.
- (I) "ton" shall mean a short ton of two-thousand (2000) pounds.
- (J) "Annual Rated Design Capacity" (hereinafter "ARDC") shall mean the quantity of PVC which any and all reactors in an existing plant or Expansion(s) are designed to produce in a year based upon eight thousand (8,000) operating hours.

ARTICLE II - DISCLOSURE OF TECHNOLOGY

The Process Technology has been disclosed to VISTA under a certain non-disclosure agreement dated April 5, 1989 for VISTA's evaluation of and testing of the Process Technology and BUS in VISTA's existing plants. Further information on the components contained in BUS will be provided by EVC after the Effective Date. VISTA, for the duration of the term of this Agreement, agrees to continue its obligation of non-analysis of BUS, and to include EVICAS-90, under the Non-Analysis Agreement dated January 19, 1990 signed by both VISTA and EVC. VISTA's obligation of non-analysis of BUS under this ARTICLE II shall be subject to the continuing availability of BUS pursuant to ARTICLE V (G) of this Agreement and of a quality and in timely delivered quantities pursuant to VISTA's purchase orders. VISTA's obligation of non-disclosure and secrecy shall continue as provided for in ARTICLE IX of this Agreement even in the event of interruption in the supply of BUS or non-availability of BUS pursuant to ARTICLE V (G) of a quality and in timely delivered quantities pursuant to VISTA's purchase orders.

ARTICLE III - GRANT

- (A) EVC hereby grants to VISTA a nonexclusive, perpetual right and license, without the right to sublicense during or after the term of this Agreement, to use BUS and the Process Technology in the Licensed Territory in the manufacture of PVC and to make or have made, subject to the restrictions set forth in ARTICLE IX below, equipment embodying the Process Technology.
- (B) There is no license or right hereunder to manufacture BUS under any trade secret or confidential know-how, whether patented or not, related to BUS disclosed under this Agreement, except as might be agreed to in writing hereafter between the parties hereto, or unless BUS is not made available to VISTA as contemplated in ARTICLE V (G), of a quality and timely delivered quantities pursuant to VISTA's purchase orders, in which event EVC shall use its best efforts to obtain for VISTA the right to manufacture BUS solely for VISTA's internal needs, under terms and conditions as provided for in ARTICLE V (G), and under an appropriate non-disclosure agreement protecting the confidentiality of BUS and of the BUS process technology.
- (C) Such grant includes the nonexclusive, perpetual right to manufacture, use and sell the PVC produced by means of the Process Technology in the Licensed Territory and to use and sell such PVC throughout the world.

ARTICLE IV - LICENSE FEE

In consideration of the disclosures of the Process Technology to be made hereunder and the rights and license granted by EVC to VISTA for use in the Licensed Territory pursuant to this Agreement, VISTA agrees to pay EVC as follows:

- (A) For use and application of BUS in VISTA's plants existing in the Licensed Territory on the Effective Date of this Agreement, a fee equivalent to the value on the Effective Date of Two Million Dollars (U.S. \$2,000,000) under payment terms as provided for in ARTICLE V (B) and (C) hereof.
- (B) In addition, for any use and application of BUS in future VISTA plant Expansions in the Territory during the term of this Agreement, a fee equivalent to the value on the Effective Date of Four Dollars (U.S. \$4.00) for each ton of PVC produced using BUS subject to the paid-up license provision in ARTICLE V (D) hereof.

ARTICLE V - PAYMENTS AND SUPPLY OF BUS

- (A) All license fee payments by VISTA to EVC for use and application of BUS utilizing the Process Technology shall be net free and clear of any and all taxes, subject to the provisions of ARTICLE VII hereof, and shall be payable in United States currency and sent by wire transfer, unless hereafter changed by EVC, to European Vinyls Corporation (Holdings) B.V. c/o ABN Amsterdam, the Netherlands, Account No. 547357362.
- (B) A first installment payment of Two Hundred Thousand Dollars (U.S. \$200,000) shall be due and payable within thirty (30) days of the Effective Date.
- (C) The balance of the fee set forth in ARTICLE IV (A) above shall be paid in semi-annual installments after six (6) month periods, with such installment payments continuing thereafter for six (6) month periods until the total fee under ARTICLE IV (A) has been paid in full. The first installment period shall begin on the Effective Date and end on November 15, 1990 with the second installment payment due and payable on or before December 15, 1990. Subsequent installments shall be payable on or before each June 15 and December 15 of the succeeding years. Each semi-annual payment shall be adjusted beginning in 1991 by changes in

the U.S. Consumer Price Index (USCPI) as published by the U.S. Department of Commerce as of the Effective Date in proportion to the USCPI at the end of the calendar year prior to the year in which installments are due and payable. Such installment payments shall be determined as follows:

A minimum semi-annual installment payment of Two Hundred Thousand Dollars (U.S. \$200,000) plus Four dollars (U.S. \$4.00) per ton of PVC produced using BUS in excess of 50,000 tons in each six (6) month period beginning on the Effective Date up to a maximum semi-annual installment payment of Three Hundred Thousand Dollars (U.S. \$300,000), until the total fee provided for in ARTICLE IV (A) has been received by EVC. When the total fee under ARTICLE IV (A) above has been received by EVC, VISTA shall have achieved a paid-up license for use and application of BUS in VISTA's plants in the Licensed Territory which existed on the Effective Date.

- (D) The fees which accrue under ARTICLE IV (B) above shall become due beginning six (6) months after Start-up of any Expansion, and shall be payable within thirty (30) days thereafter, with subsequent payments due on each six (6) month anniversary thereof, and shall be payable within thirty (30) days after each such due date. When the cumulative fee payment to EVC totals Five dollars (U.S. \$5.00) per

ton of ARDC of PVC for any such Expansion, VISTA shall then have achieved a paid-up license for use and application of BUS in such Expansion. The Expansion fee of Four Dollars (U.S. \$4.00) per ton of PVC produced pursuant to ARTICLE IV (B) and the paid up license fee of Five Dollars (U.S. \$5.00) per ton of ARDC of PVC in the preceding sentence for any such Expansion shall be adjusted beginning on the date of Start-up of any such Expansion by changes in the USCPI as published by the U.S. Department of Commerce as of the Effective Date in proportion to the USCPI on the date when any installment payment becomes due for any such Expansion.

- (E) Increases in capacity or construction of new plants in the Licensed Territory shall be deemed to occur during the term of this Agreement if substantial engineering or design work has been started or any major equipment item has been ordered or any construction has been commenced thereon for use of the Process Technology during the said term hereof. VISTA agrees to advise EVC after commencement of construction of any Expansions which Expansions will use the Process Technology. Fees for Expansions or new plants do not include basic process design manuals, operating manuals, analytical procedure manuals, EVC services, or warranties. However, these services of EVC may be available, if requested by VISTA, under terms and conditions to be agreed to between the parties.

- (F) In the event that any U.S. Government regulatory agency requires that VISTA ceases to use BUS for reasons of health, environment or safety, and for only such reasons, then VISTA shall only be required to pay to EVC license fees under this Agreement which are due and payable to EVC to the date of any official written documentation to VISTA that VISTA is required to cease use of BUS. In such event, VISTA shall promptly provide EVC with a copy of such documentation. Further, EVC shall use its best efforts to modify BUS to bring it into compliance so that it can be used, in which case, payments to EVC under this agreement shall resume. In the event that a situation occurs as referenced in this ARTICLE V (F) after VISTA has achieved paid up licenses hereunder for use of BUS in VISTA's plants in the Licensed Territory, then EVC agrees to provide to VISTA without additional payment of fee, data and information related to another process technology in the possession of EVC and previously used by EVC prior to the development of BUS and which reduces build up of PVC resin on surfaces of reaction systems.
- (G) In the event for whatever reason within the control of EVC that there are more than two (2) interruptions in timely release of shipments to VISTA under purchase orders pursuant to ARTICLE V (H) below, EVC agrees to cooperate with VISTA to locate and/or develop an alternate source of BUS to help prevent any further interruption in the supply of BUS, or

EVC at VISTA's option would provide an alternate build up suppressant technology as EVC may have available at that time which EVC is free to transfer. If such efforts fail to provide an alternative to BUS which, in VISTA's reasonable discretion is determined to be of a quality and in timely delivered quantities sufficient for VISTA's needs pursuant to VISTA's purchase orders, EVC shall use its best efforts to obtain for VISTA the necessary know-how and right to manufacture BUS or an alternate to BUS which EVC is free to transfer, solely for VISTA's internal needs using technology to be provided by EVC, such technology then not to be withheld, under the above stated exceptions to ARTICLE II and ARTICLE III (B). VISTA shall, in any such event, take the necessary steps to protect EVC's proprietary information, as provided in ARTICLE III (B).

The parties recognize that the availability of BUS is an integral part of the license acquired by VISTA under this Agreement, is essential to the value of the license, and that EVC's undertaking under this ARTICLE V (G) is therefore a material condition of this Agreement.

Further, the parties recognize that the intellectual property of BUS manufacturing technology has monetary value. In the event that EVC becomes obligated to VISTA under ARTICLE V (G) and ARTICLE III (B) of this Agreement, and EVC does obtain for VISTA the right to manufacture BUS solely for VISTA's internal needs, then VISTA, once it begins

manufacture of BUS for its own internal use, shall become obligated to pay to EVC a license fee therefor of Two Hundred and Fifty Thousand Dollars (U.S. \$250,000) in value of 1990 dollars if such aforesaid manufacturing right is transferred to VISTA within the first year after the Effective Date of this Agreement. If such right is transferred to VISTA in subsequent years, reduced amounts in each subsequent year shall be due and payable during the term of this Agreement, such reduced amounts to be determined by multiplying the fee which would have been due in the first year after the Effective Date times the ratio of the years then remaining in the term of this Agreement to the fifteen (15) year term of this Agreement. For purposes of the foregoing calculation, the fee used shall be the fee which would have been due in the first year adjusted by multiplying such fee times the ratio of the USCPI on the date when such manufacturing right has been transferred to VISTA to the USCPI on the Effective Date. Any such payment shall be due and payable in full to EVC within thirty (30) days of when BUS manufacturing by VISTA has commenced.

- (H) EVC confirms that one of its wholly owned subsidiary companies, European Vinyls Corporation (Americas) Inc., is the supplier of BUS.

VISTA's purchase orders are to be directed to European Vinyls Corporation (Americas) Inc., Wilmington, Delaware 19897.

ARTICLE VI - TECHNICAL ASSISTANCE

- (A) As desired by VISTA, VISTA will prepare its own basic process design for use of the Process Technology in VISTA's existing plants. VISTA will send a copy of such basic process design for EVC to review and comment on regarding process adequacy and conformance with the Process Technology. On the request of VISTA, EVC will participate in a meeting between the parties hereto to review together VISTA's basic process design.
- (B) During the period of detailed engineering for VISTA's first plant using the Process Technology, VISTA or VISTA's Contractor at VISTA's option, may submit to EVC all significant plant design and equipment drawings and specifications related thereto and EVC agrees to review such drawings and specifications and advise VISTA and/or VISTA's Contractor with respect to any changes therein which in EVC's opinion may appear desirable. Such review shall be confined to basic design, process adequacy and materials of construction and shall not extend to construction or layout details.

- (C) During the period of detailed engineering and construction of VISTA's Plant, EVC agrees, if requested by VISTA, to consult with and advise VISTA and VISTA's Contractor with respect to any difficulties related to the process design encountered by either of them in the engineering and construction of VISTA's Plant.
- (D) During the period of detailed engineering and construction of VISTA's plant, if VISTA requests in writing, EVC agrees to provide up to five (5) Man-days of technical training in the use and application of BUS in a plant utilizing the Process Technology for a group of up to four (4) employees of VISTA, upon reasonable advance notice. Such training shall take place at an EVC plant wherein the Process Technology is being practiced or at a VISTA plant wherein the Process Technology will be used and applied. All expenses of and responsibility for such employees of VISTA during the period of training shall be borne by VISTA.
- (E) If VISTA requests in writing the assistance of EVC during the final inspection of VISTA's Plant for satisfactory mechanical and physical completion, VISTA shall give EVC approximately thirty (30) days' prior notice in writing of the expected mechanical completion date for the new plant section using the Process Technology in VISTA's plant.

EVC shall, if requested by VISTA, provide VISTA with a qualified representative, as determined by EVC, for up to two (2) days to inspect the new facility to use the Process Technology at such time and prior to Start-up. Such EVC representative shall expeditiously conduct his inspection and shall promptly report to VISTA any deviation from the design information furnished to VISTA by EVC or any other omissions or errors which come to his attention during his inspection.

It is understood, however, that EVC's representative is only expected to report to VISTA those deviations, omissions or errors which come to his attention during the inspection of VISTA's plant.

- (F) After VISTA's Plant has been constructed and the equipment installed therein, EVC shall, if requested by VISTA, furnish to VISTA for a period of five (5) days upon reasonable advance notice, a representative, with suitable qualifications and experience in the Process Technology, as determined by EVC, to be present at, observe and advise VISTA's supervisors with respect to the conduct of the Start-up of the facilities for use of the Process Technology based on the practice of the Process Technology.

- (G) For providing any assistance that may be required in excess of that set forth in ARTICLES VI (A), (B), (C), (D), (E) and (F) above, and all other assistance not included as may be requested by VISTA in writing, VISTA shall reimburse EVC, within thirty (30) days of receipt of EVC's invoice, an amount equal to Eight Hundred and Fifty Dollars (U.S. \$850) per Man-day for assistance provided during the year 1990. For assistance provided after 1990, the U.S. \$850 fee per Man-day shall be at EVICTS then prevailing per diem rate and to be agreed to between the parties hereto at that time.

In addition to the reimbursement for assistance set forth above, VISTA shall also reimburse EVC for all business-class air travel, and all hotel, meals and living expenses of each EVC representative while away from his home office in connection with the performance of any assistance provided by EVC under this ARTICLE VI.

ARTICLE VII - TAXES

All fees, per diems, and travel and living expenses due and payable under this Agreement are net amounts free and clear of any and all taxes. In the event that subsequent to the Effective Date of this Agreement, there is a change in the tax laws, regulations, treaties, etc. regarding withholding taxes on payments made by a U.S.A. company to a Netherlands company, then VISTA will notify EVC of such event in writing. In such event, VISTA will bear one-half of the withholding tax liability on a "grossed-up" basis resulting from such change in the tax laws, regulations, treaties, etc. with respect to the applicable withholding taxes, and EVC will bear the remaining half of such additional liability. The entire payment will be made via withholding by VISTA and payment to the appropriate tax authority. VISTA will furnish EVC with the appropriate documentation evidencing such tax payments.

ARTICLE VIII - TECHNICAL INFORMATION AND IMPROVEMENTS

- (A) During the term of this Agreement EVC and VISTA agree to disclose from time to time with reasonable promptness to each other all Improvements conceived, developed, learned or acquired by such party; provided, however, that neither party shall be required to transmit to the other technical information received from third parties under circumstances which would not permit further disclosure.
- (B) The license herein granted to VISTA shall include, without further payment of license fee except as provided in ARTICLE IV above, the royalty-free, nonexclusive perpetual right and license to practice in the Licensed Territory any and all Improvements, whether patentable or not, conceived, developed, learned or acquired by EVC during the term of this Agreement.
- (C) VISTA hereby grants to EVC a royalty-free, nonexclusive perpetual right and license to practice anywhere in the world any and all Improvements, whether patentable or not, conceived, developed, learned or acquired by VISTA during the term of this Agreement, including the exclusive right to sub-license such Improvements to other EVC licensees of the Process Technology who may use such Improvements.

- (D) The aforesaid licenses to practice Improvements, as set forth in ARTICLE VIII (B) and (C) above, shall not include any Improvements, whether patentable or not, which are conceived, developed, learned or acquired by either party:
- (1) Under circumstances which would not allow the disclosure of such Improvements without liability or obligation to a third party;
 - (2) Under conditions which restrict or prohibit licensing or ^{sublicensing} ~~sublitterating~~ such Improvements as contemplated herein; or
 - (3) For a valuable consideration, unless the party desiring a license agrees to reimburse the other for a mutually agreed portion of such consideration.
- (E) VISTA, on the request of EVC, shall provide EVC with BUS performance data in VISTA's plants during the term of this Agreement. EVC, on the request of VISTA, shall provide VISTA with the corresponding performance data, when available, from other licensees plants and from EVC's own use of the Process Technology once each year during the term of this Agreement.

ARTICLE IX - SECRECY

- (A) VISTA expressly recognizes and acknowledges that the Process Technology and Improvements to be disclosed and licensed by EVC hereunder embody data, experience and know-how which are treated by EVC as confidential and proprietary information, and expressly covenants and agrees for a period of fifteen (15) years from the Effective Date of this Agreement not to disclose or make available any of the Process Technology to any third party whomsoever and not to use such information for any purpose except as expressly permitted herein without the advance written permission of EVC. In addition, VISTA agrees not to disclose or make available to any third party whomsoever any Improvements disclosed by EVC for a period of fifteen (15) years after the date of each disclosure of any such Improvement without the prior written consent of EVC. VISTA also agrees that, in accordance with its standard employment practices, it will obtain from each of its employees who will have access to the Process Technology or Improvements a satisfactory written agreement and undertaking by such employee not to use (other than for the purposes herein), disclose or make available such technology to any third party whomsoever.

- (B) In the event that VISTA is required to disclose any technical information to and by a U.S. Government regulatory agency regarding BUS, VISTA shall so advise EVC, and then EVC would make such technical information available to VISTA and/or such regulatory agency.
- (C) Notwithstanding ARTICLE IX (A) above, VISTA may disclose and make available to VISTA's contractor(s) and suppliers such portions of the Process Technology and Improvements disclosed to VISTA hereunder as may be approved by EVC, for the sole purpose of enabling VISTA's Contractor(s) and suppliers to bid on the engineering and construction services for VISTA's plant or the manufacture of equipment for use therein, or for the furnishing of services for the repair and/or maintenance of said plant, and to perform any resultant contract with VISTA; provided, however, that VISTA's contractor(s) and suppliers shall furnish to VISTA with a copy to EVC prior to such disclosure, a written commitment of confidentiality in the form annexed hereto as Exhibit A.
- (D) Provided VISTA advises EVC in advance in writing for its intention to disclose any secret and confidential proprietary information and its relation to the Process Technology, then if EVC agrees in writing, EVC will commit itself to hold secret and confidential any such proprietary

information furnished by VISTA under ARTICLE VI above. EVC agrees that any information learned during the test period prior to the date of this Agreement shall be maintained in confidence.

- (E) The restriction imposed by this ARTICLE IX on VISTA and EVC shall not apply to such portions of the Process Technology or Improvements thereto or to such portions of VISTA's proprietary information (1) which are already known to VISTA or EVC without obligation of confidentiality at the time of disclosure by the other party as demonstrated by competent documentary evidence antedating the disclosure; or (2) which properly become available to VISTA or EVC without obligation of confidentiality from a third party who is under no obligation to either party directly or indirectly to maintain the confidentiality thereof; or (3) which are now or may hereafter come into the public domain without fault on the part of VISTA or EVC or their employees.

ARTICLE X - WARRANTIES

All warranties of EVC with reference to the disclosure, use and application of BUS, use of the Process Technology using the design and procedures supplied by EVC are contained in this ARTICLE X, and VISTA agrees that no other or further warranties of any nature are expressed or implied.

(A) **PATENT WARRANTY**

EVC warrants that the practice of the Process Technology in the Licensed Territory in the manner disclosed by EVC will not infringe the claims of any presently issued, valid chemical process patent in the U.S.A. owned by a third party. In the event that any third party claim is made or suit is brought against VISTA during the term of this Agreement on the use of BUS and the practice of the Process Technology in the Licensed Territory in the manner disclosed by EVC infringes any such third party patent, EVC agrees to hold VISTA harmless against such third party claim. If suit is commenced, VISTA agrees to consult and cooperate with EVC regarding any such claim until a decision thereon has been rendered by the court having final appellate jurisdiction thereof.

EVC agrees to save and hold VISTA harmless from liability to any such third party on account of such infringement and from the out-of-pocket costs of such defense. For purposes of the preceding sentence, the time spent by VISTA's personnel in connection with such defense shall not be considered out-of-pocket costs of such defense. Furthermore, EVC's liability under this article to save and hold VISTA harmless shall not apply in case VISTA itself has settled or otherwise disposed of such suit without the prior written consent of EVC.

VISTA expressly agrees that EVC's total liability to VISTA in respect of third party patents shall in no event exceed fifty percent (50%) of the license fee paid by VISTA to EVC at that point in time under ARTICLES IV (A) and V (B) and (C) above and that the amount of any recovery under a claim against such third party in such suit shall first be applied to repay EVC for any costs previously paid by EVC in such suit, then shall be applied to repay VISTA for any amounts paid by it in such suit, and then the balance, if any, shall be shared equally by EVC and VISTA. VISTA expressly understands and agrees that the foregoing represents EVC's exclusive patent warranty and that EVC makes no other warranty related to patent infringement. Neither of the parties shall have any liability with regard to the other party's use of disclosed Improvements.

(B) *PERFORMANCE WARRANTY*

No specific performance warranty is included under this Agreement since performance in VISTA's plants will not be within EVC's control. EVC's experience in its own plants producing a broad range of grades shows that an average of more than 500 successive batches of PVC resin can be produced in one reactor using EVC's procedure without the need to specially clean internal reactor surfaces between successive batches.

If performance using BUS in VISTA's first plant to use the Process Technology in the Territory is significantly different from EVC's own experience, EVC shall at its own expense provide technical advice and consultation at VISTA's plant to assist during the first year of operation using BUS in attempting to correct any problems or achieve performance closer to that of EVC. EVC's cost and expenses for travel, living expenses and per diems shall be limited to Five (5) percent of the license fee provided for under ARTICLE IV (A).

(C) *LIMITATION OF LIABILITY*

The remedies of VISTA provided for in this ARTICLE X above are the exclusive and sole remedies of VISTA with respect to EVC's warranties. In no event shall EVC's aggregate liability to VISTA arising from its warranties under this ARTICLE X exceed Fifty percent (50%) of the license fee paid by VISTA to that point in time under ARTICLE IV (A) and V (B) and (C) above. In no event shall EVC be liable to VISTA whether in tort or contract, for loss of profits or products, or any other indirect, special or consequential loss or damage, arising by reason of the use and performance using the Process Technology.

ARTICLE XI - FORCE MAJEURE

Any delays in or failure of performance by either party under this Agreement shall not be considered a breach hereof if and to the extent caused by occurrences beyond the reasonable control of the party affected. The foregoing shall not, however, be considered a waiver of either party's obligations under this Agreement and as soon as such occurrences shall cease, whether or not the term hereof shall have terminated or expired, the party affected thereby shall promptly fulfill the obligations under this Agreement which accrued during such occurrence.

ARTICLE XII - ASSIGNMENT

This Agreement and the rights and obligations contained herein are personal to the parties hereto and shall not be assigned or transferred by either party without the prior written consent of the other party, and such consent shall not be unreasonably withheld. The surviving company in either case will assume all obligations under this agreement.

ARTICLE XIII - NOTICES

All communications and notices other than payments due hereunder from one party to the other shall be addressed as follows:

For EVC: European Vinyls Corporation (Holdings) B.V.
Strawinskylaan 1041
1077 XX Amsterdam, The Netherlands
Attention: General Counsel

With Copy to: European Vinyls Corporation (Americas) Inc.
Wilmington, Delaware 19897 USA
Attention: Director of Licensing

For VISTA: Vista Chemical Company
900 Threadneedle
P.O. Box 19029
Houston, Texas 77079
Attention: Vice-President of Polymers

Either party may change its above address by appropriate notice to the other party.

ARTICLE XIV - LAW AND ARBITRATION

Any irreconcilable dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of three arbitrators; two of them shall be nominated by the respective parties. The governing law of this Agreement shall be the substantive law of England. The place of any arbitration shall be London and the language of any arbitration shall be English.

ARTICLE XV - TERM

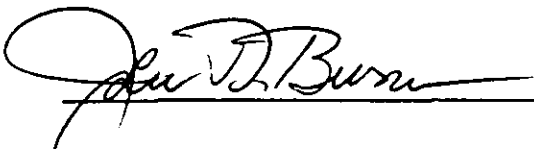
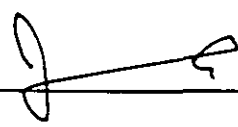
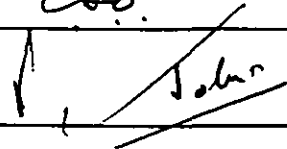
This Agreement shall continue in effect for a period of fifteen (15) years from the Effective Date. In the event of any material breach of this Agreement by either party hereto which is not corrected within sixty (60) days after written notice thereof to the party in breach from the party not in breach, this Agreement and the license granted hereunder may be terminated by notice thereof from the party not in breach to the party in breach; provided, however, that nothing herein shall be construed or operate as a waiver of the right of the party aggrieved by any breach of this Agreement to be compensated for any injury or damage resulting therefrom which is incurred either before or after such termination. Termination of this Agreement or expiration of the term hereof shall not relieve VISTA or EVC of any obligations then accrued hereunder or which extend beyond the term hereof, including those provided in ARTICLES IV, V, and VII hereof or any remaining obligation under ARTICLE IX hereof. The rights and licenses granted in ARTICLES III and VIII above shall survive such termination if it is caused by the material breach of this Agreement by EVC. In any event such rights and licenses shall survive expiration of this Agreement.

ARTICLE XVI - ENTIRETY

This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all prior agreements relating hereto between the parties except a certain Non-Analysis agreement signed by the parties hereto dated January 19, 1990. Any modifications hereafter of this Agreement shall be in writing and shall be signed by a duly authorized representative of each party. There are no understandings, interpretations or warranties except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first written above.

VISTA CHEMICAL COMPANY

By: Title: Chairman, President & CEOEUROPEAN VINYL CORPORATION
(HOLDINGS) B.V.By: Title: Cbo.By: Title: Finance Director

LA-VISTA

EXHIBIT A

COMMITMENT CONCERNING PROPRIETARY INFORMATION

IN CONSIDERATION OF the willingness of European Vinyls Corporation (Holdings) B.V., (EVC), a corporation organized under the laws of The Netherlands to allow the undersigned company ("CONTRACTOR") to receive from EVC and VISTA ("LICENSEE"), for the purposes set forth below, certain confidential information relating to build up suppressant technology owned by EVC and used in the manufacture of polyvinyl chloride ("PVC"), CONTRACTOR hereby undertakes and agrees as follows:

1. CONTRACTOR acknowledges that the information to be disclosed to it by EVC and LICENSEE embodies certain confidential information which is the property of EVC and which EVC has made available to LICENSEE for use in the design, construction and operation of a facility for the manufacture of PVC.
2. CONTRACTOR agrees to use the disclosed information solely for the purpose of preparing and submitting its bid to LICENSEE on the engineering and construction services for LICENSEE's Plant, or the manufacture of equipment for use therein, or for the furnishing of services for the repair and/or maintenance of said Plant, and to perform any

resultant contract with LICENSEE, and for no other purpose whatsoever. Promptly after fulfilling such obligations, CONTRACTOR will return to LICENSEE all documents in its possession which embody or reflect any of the information disclosed by LICENSEE and EVC.

3. CONTRACTOR agrees not to disclose to any third party whomsoever all or any part of the information disclosed by EVC and/or LICENSEE except such parts as are generally known and available in the trade without secrecy obligation, or were known by the CONTRACTOR prior to their disclosure to CONTRACTOR (as demonstrated by competent documentary evidence antedating such disclosure) or which becomes lawfully available to CONTRACTOR from a third party under conditions which properly authorize such further disclosure. However, with LICENSEE's or EVC's prior written consent, CONTRACTOR may disclose such information as is necessary to enable third parties to bid to supply services and equipment necessary for the design, construction and operation of the said facility, provided CONTRACTOR obtains a confidentiality undertaking from such third party containing terms similar to this COMMITMENT CONCERNING PROPRIETARY INFORMATION.

4. CONTRACTOR acknowledges that its obligations hereunder are for the several benefit of LICENSEE and EVC and that in the event of any breach of any such obligations, either LICENSEE or EVC or both of them shall be entitled to bring suit in any court of competent jurisdiction for such relief as the court deems appropriate.

(Name of Contractor)

By: _____

Title: _____

Date: _____