PLAINTIFF'S EXHIBIT

CC-320

THIS AGREEMENT made and entered into this 3rd day of June, 1966, by and between FALLEK CHEMICAL CORPORATION, a New York corporation, herein referred to as "Buyer," and COASTAL STATES PETROCHEMICAL COMPANY, a Texas corporation, herein referred to as "Seller."

W I T N E S S E T H:

In consideration of the mutual promises contained herein, and further consideration of Ten Dollars ($10.00) cash in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

1. PRODUCT

Orthoxylene of 95% minimum purity as set forth in the attached specifications.

2. QUANTITY

Subject to the provisions of this Agreement, Seller shall sell and deliver, and Buyer shall purchase and receive Seller's production of Orthoxylene produced from Seller's Number One Mixed Xylene Fractionation Unit located at Seller's Corpus Christi Refinery. The production covered hereby shall not exceed 375 barrels per calendar day.

In the event that said unit produces Orthoxylene in excess of 375 barrels per calendar day, Seller shall have the right to

use said excess production as a feed stock in its refinery operations for further processing or blending. Should Seller not use said excess for such further processing or blending, then Seller shall offer said excess to Buyer under the terms of this Agreement.

3. PRICE

Subject to the provisions of this Agreement, Buyer shall pay Seller for the Orthoxylene delivered by Seller hereunder a price of $0.172 per gallon, f.o.b., Corpus Christi, Texas, loaded into Buyer's barges or tankers.

4. PAYMENT

For product loaded aboard tankers, Seller shall invoice Buyer in triplicate currently as deliveries of Orthoxylene are made to Buyer, and Buyer shall pay such invoice amount to Seller no later than ninety (90) days after date of shipment and after presentation to Buyer of the following documents: Certificate of loading; Analysis; and Weight Certificate, all as executed by an independent inspector as set forth in Paragraph 8. For product loaded aboard barges, Seller shall invoice Buyer in triplicate currently as deliveries of Orthoxylene are made to Buyer, and Buyer shall pay such invoice amount to Seller no later than thirty (30) days after receipt of invoice and documents as set forth above.

5. TERM

This contract is for a period of three (3) years commencing from first deliveries from new facilities to be constructed by Seller. Seller shall exercise all due diligence in making such initial deliveries available no later than May 1, 1967, inasmuch as Buyer has made firm commitments to provide product to Buyer's customers on that date.

In the event that either Buyer or Seller should desire to extend the term of this Agreement for an additional period of time, said party shall notify the other party in writing at least one (1) year before the end of said three (3) year term, and both Buyer and Seller agree to use their best efforts to arrive at a new Agreement for an additional period of time.

6. DELIVERY

Delivery of the Orthoxylene by Seller to Buyer shall be made at barge and tanker loading facilities designated by Seller at Corpus Christi, Texas, by delivery on board barges or tankers furnished by Buyer. Deliveries shall be made hereunder in

approximately equal quarterly quantities. Seller agrees to provide a safe berth at its Corpus Christi refinery, free of charge, to which Buyer's barges and/or tankers can proceed to and depart therefrom, always safely afloat. At least three (3) days prior to the arrival of Buyer's barge or tanker, Buyer shall give Seller written notice specifying the name of the barge or tanker to be loaded and the expected arrival date. At least forty-eight (48) hours prior to barge's or tanker's arrival at Seller's dock, the barge's or tanker's Master or Agent shall notify Seller of the vessel's estimated time of arrival. Should barge or tanker arrive to find that Seller's dock is not available, Buyer and Seller shall both exercise their best efforts to prevent or minimize any demurrage. However, should demurrage be incurred through no fault of Buyer or Seller, then such demurrage charges shall be shared equally by Buyer and Seller. Lay time shall commence three (3) hours after receipt of notice from the barge's or tanker's master or Agent that the barge or tanker is ready to load cargo, berth or no berth, or upon barge's or tanker's arrival in berth, all fast, whichever first occurs. Seller shall provide the facilities necessary to load Orthoxylene at the rate of not less than 2,000 barrels per running hour, and, for all lay hours incurred by Seller's failure to comply with the terms hereof, Seller shall pay demurrage at the rate then in effect for vessels of like size, type, trade, and documentation provided ship is able to intake at same volume. Such rate shall be reduced by one-half (1/2) in the case of accident, fire or breakdown of machinery or of Seller's loading facilities.

Since all or part of the Orthoxylene purchased is expected to move export in shipments of up to 21,000 barrels each, Seller shall provide adequate storage capacity of Orthoxylene.

7. TITLE

Title and risk of loss to Orthoxylene shall pass to Buyer when the product passes the flange connection between the refinery delivery line at Corpus Christi, Texas, and the vessel's receiving line.

8. DETERMINATION OF QUALITY AND QUANTITY

The quantity and quality of Orthoxylene delivered shall be determined and certified to at loading by a representative of Charles Martin & Company or E. W. Saybolt & Company, at Buyer's option, whose certificate shall be binding as to the quality and quantity. Cost of such inspection shall be shared equally by Buyer and Seller.

Tests and inspection for quality shall be made on appropriate samples from the shipping tank. Likewise, a sample of product being delivered shall be taken at the flange connection between Seller's line and the barge or tanker, which sample shall be retained for independent analysis in the event of a dispute as to quality of product delivered.

Quantity shall be determined on the basis of the appropriate tank calibration using ASTM D-1555-63T, Table II, Column 5, for Orthoxylene to correct the volume to 60°F.

9. FORCE MAJEURE

If either Buyer or Seller is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of the Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period; provided, obligations to make payments then due for products delivered hereunder shall not be suspended and the cause of suspension (other than strikes or lockouts) shall be remedied as far as possible with reasonable dispatch. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. The term "force majeure" shall include without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, explosion, accidents, breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain materials, supplies, permits, or transportation facilities, any act or omission by parties not controlled by the party having the difficulty, and any laws, orders, rules, regulations, act or restraints of any government or governmental body or authority, civil or military.

10. WAIVER

No waiver by Buyer or Seller of any default of the other under this Agreement shall operate as a waiver of any further default whether of like or different character.

11. ASSIGNMENT

This Agreement shall bind and inure to the respective successors and assigns of the parties hereto, but no assignment shall relieve any party's obligation hereunder without the written consent of the other party.

12. WARRANTY OF TITLE

Seller warrants title to all Orthoxylene delivered hereunder by it, that it has the right to sell the same, and that such Orthoxylene is free from liens and adverse claims of every kind.

13. TAXES

Any Local, State or Federal Tax, or duties, levies or charges of any kind which may be levied on the product or required to be paid are to be for Seller's account only.

14. NOTICES

Every notice, request, statement or bill provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address as follows:

BUYER:
FALLEK CHEMICAL CORPORATION
Attention: Mr. K. P. Duldner
4 West 58th Street
New York, New York 10019

SELLER:
COASTAL STATES PETROCHEMICAL COMPANY
Sixth Floor
Lincoln Liberty Life Building
Houston, Texas 77002

and such other post office address as such party shall from time to time designate as the address for such purpose by registered letter addressed to the other party.

IN WITNESS WHEREOF, this Agreement is executed in two (2) counterparts, each of which shall be an original as of the date first mentioned above.

ATTEST:

FALLEK CHEMICAL CORPORATION

BY: _____
Buyer

ATTEST:

Richard B. Cuman
Assistant Secretary

COASTAL STATES PETROCHEMICAL COMPANY

BY: _____
Seller

Approved as to Form Legal Dept. JBC

## SPECIFICATIONS - ORTHOXYLENE - 95%

| | Specifications | Test Methods |
|---|---|---|
| Orthoxylene Content | Minimum 95% | To be Determined by Gas Chromatography |
| $C_8$ Aromatics plus Toluene | Minimum 99.2% | |
| Non Aromatics | Maximum 0.1% | |
| Non Aromatics and Benzene Combined | Maximum 0.8% | |
| Specific Gravity (15.56°C/15.56°C) | 0.882 to 0.885 | ASTM D-891-59 |
| Color, Saybolt, Min. | 30 | ASTM D-156-53T |
| Corrosion, Copper Strip | Negative | ASTM D-849-47 |
| Sulfur Compounds | No $H_2S$ or $SO_2$ | ASTM D-853-47 |
| Acidity | No free acid, that is, no evidence of acidity. | |

CED0007205

THIS AGREEMENT made and entered into this 2nd day of June, 1966, by and between FALLEK CHEMICAL CORPORATION, a New York corporation, herein referred to as "Buyer," and COASTAL STATES PETROCHEMICAL COMPANY, a Texas corporation, herein referred to as "Seller."

W I T N E S S E T H:

In consideration of the mutual promises contained herein, further consideration of Ten Dollars ($10.00) cash in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

1. PRODUCT

Ethyl Benzene meeting the attached specifications.

2. QUANTITY

Subject to the provisions of this Agreement, Seller shall sell and deliver, and Buyer shall purchase and receive Seller's production of Ethyl Benzene produced from Seller's Number One Mixed Xylene Fractionation Unit located at Seller's Corpus Christi Refinery. The production covered hereby shall not exceed 250 barrels per calendar day.

In the event that said unit produces Ethyl Benzene in excess of 250 barrels per calendar day, Seller shall have the right to use said excess production as a feed stock in its refinery

operations for further processing or blending. Should Seller not use said excess for such further blending and processing then Seller shall offer said excess to Buyer under the terms of this Agreement.

3. PRICE

Subject to the provisions of this Agreement, Buyer shall pay Seller for the Ethyl Benzene delivered by Seller hereunder, a price of $0.27 per gallon, f.o.b. Corpus Christi, Texas, loaded into Buyer's barges or tankers, with the price to escalate up or down in an amount equal to seventy-five percent (75%) of the change in the price of Benzene, Nitration Grade, f.o.b. Houston, as published in the Oil, Paint & Drug Reporter, which today is $0.27 per net gallon. Any adjustment in price due to a possible fluctuation in the OPD Benzene price is to be computed at the end of each twelve (12) month delivery period and the adjustment will be based and made at the average OPD price which is ruling during the equivalent twelve (12) month delivery period.

4. PAYMENT

For product loaded aboard tankers, Seller shall invoice Buyer in triplicate currently as deliveries of Ethyl Benzene are made to Buyer, and Buyer shall pay such invoice amount to Seller no later than ninety (90) days after date of shipment and after presentation to Buyer of the following documents:

Certificate of loading; Analysis; and Weight Certificate, all as executed by an independent inspector as set forth in Paragraph 8. For product loaded aboard barges, Seller shall invoice Buyer in triplicate currently as deliveries of Ethyl Benzene are made to Buyer, and Buyer shall pay such invoice amount to Seller no later than thirty (30) days after receipt of invoice and documents as set forth above.

5. TERM

This contract is for a period of three (3) years commencing from first deliveries from new facilities to be constructed by Seller. Seller shall exercise all due diligence in making such initial deliveries available no later than May 1, 1967, inasmuch as Buyer has made firm commitments to provide product to Buyer's customers on that date.

In the event that either Buyer or Seller should desire to extend the term of this Agreement for an additional period of time, said party shall notify the other party in writing at least one (1) year before the end of said three (3) year term, and both Buyer and Seller agree to use their best efforts to arrive at a new Agreement for an additional period of time.

6. DELIVERY

Delivery of the Ethyl Benzene by Seller to Buyer shall be made at barge and tanker loading facilities designated by Seller at Corpus Christi, Texas, by delivery on board barges or tankers furnished by Buyer. Deliveries shall be made hereunder in approximately equal quarterly quantities. Seller agrees to provide a safe berth at its Corpus Christi refinery, free of charge, to which Buyer's barges and/or tankers can proceed to and depart therefrom, always safely afloat. At least three (3) days prior to the arrival of Buyer's barge or tanker, Buyer shall give Seller written notice specifying the name of the barge or tanker to be loaded and the expected arrival date. At least forty-eight (48) hours prior to barge's and tanker's arrival at Seller's dock, the barge's or tanker's Master or Agent shall notify Seller of the vessel's estimated time of arrival. Should barge or tanker arrive to find that Seller's dock is not available, Buyer and Seller shall both exercise their best efforts to prevent or minimize any demurrage. However, should demurrage be incurred through no fault of Buyer or Seller, then such demurrage charge shall be shared equally by Buyer and Seller. Lay time shall commence three (3) hours after receipt of notice from the barge's or tanker's Master or Agent that the barge is ready to load

cargo, berth or no berth, or upon barge's or tanker's arrival in berth, all fast, whichever first occurs. Seller shall provide the facilities necessary to load Ethyl Benzene at the rate of not less than 2,000 barrels per running hour, and, for all lay hours incurred by Seller's failure to comply with the terms hereof, Seller shall pay demurrage at the rate then in effect for vessels of like size, type, trade, and documentation, provided ship is able to intake at same volume. Such rate shall be reduced by one-half (½) in the case of accident, fire, or breakdown of machinery or of Seller's loading facilities.

Since all or part of the Ethyl Benzene purchased is expected to move export in shipments of up to 18,000 barrels each, Seller shall provide adequate storage capacity of Ethyl Benzene.

7. TITLE

Title and risk of loss to Ethyl Benzene shall pass to Buyer when the product passes the flange connection between the refinery delivery line at Corpus Christi, Texas, and the vessel's receiving line.

8. DETERMINATION

The quantity and quality of Ethyl Benzene delivered shall be determined and certified to at loading by a representative of

Charles Martin & Company or E. W. Saybolt & Company, at Buyer's option, whose certificate shall be binding as to the quality and quantity. Cost of such inspection shall be shared equally by Buyer and Seller.

Tests and inspection for quality shall be made on appropriate samples from the shipping tank. Likewise, a sample of product being delivered shall be taken at the flange connection between Seller's line and the barge or tanker, which sample shall be retained for independent analysis in the event of a dispute as to quality of product delivered.

Quantity shall be determined on the basis of the appropriate tank calibration using ASTM D-1250, Table 7, Group 3 to correct the volume to 60° F.

9. FORCE MAJEURE

If either Buyer or Seller is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of the Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period; provided, obligations to make payments then due for products delivered hereunder shall not be suspended and the

cause of suspension (other than strikes or lockouts) shall be remedied as far as possible with reasonable dispatch. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. The term "force majeure" shall include without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, explosion, accidents, breakdowns, strikes and any other industrial, civil, or public disturbance, inability to obtain materials, supplies, permits or transportation facilities, any act or omission by parties not controlled by the party having the difficulty, and any laws, orders, rules, regulations, act or restraints of any government or governmental body or authority, civil or military.

10. WAIVER

No waiver by Buyer or Seller of any default of the other under this Agreement shall operate as a waiver of any further default whether of like or different character.

11. ASSIGNMENT

This Agreement shall bind and inure to the respective successors and assigns of the parties hereto, but no assignment shall relieve any party's obligation hereunder without the written consent of the other party.

12. WARRANTY OF TITLES

Seller warrants title to all Ethyl Benzene delivered hereunder by it, that it has the right to sell the same, and that such Ethyl

Benzene is free from liens and adverse claims of every kind.

13. TAXES

Any Local, State or Federal Tax or duties, levies or charges of any kind which may be levied on the product or required to be paid are to be for Seller's account only.

14. NOTICES

Every notice, request, statement or bill provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address as follows:

BUYER: FALLEK CHEMICAL CORPORATION
Attention: Mr. K. P. Duldner
4 West 58th Street
New York, New York 10019

SELLER: COASTAL STATES PETROCHEMICAL COMPANY
Sixth Floor
Lincoln Liberty Life Building
Houston, Texas 77002

and such other post office address as such party shall from time to time designate as the address for such purpose by registered letter addressed to the other party.

IN WITNESS WHEREOF, this Agreement is executed in two (2) counterparts, each of which shall be an original as of the date first mentioned above.

FALLEK CHEMICAL CORPORATION

ATTEST: _____

By _____
Buyer

COASTAL STATES PETROCHEMICAL COMPANY

ATTEST:
Richard B. Curran
Assistant Secretary

By _____
Seller

Approved as to form
Legal Dep't.

## SPECIFICATIONS - ETHYL BENZENE

| | Specifications | Test Method |
|---|---|---|
| Specific Gravity (15.56°C/15.56°C) | 0.870 - 0.873 | ASTM D-891 |
| Corrosion, Copper Strip | Negative | ASTM D-849 |
| Sulfur Compounds | No $H_2S$ or $SO_2$ | ASTM D-853 |
| Acid Wash Color | No. 2 Maximum | ASTM D-848 |
| Acidity | Nil | ASTM D-847 |
| Distillation Range | 0.5°C. Maximum | ASTM D-850 |
| Ethyl Benzene Content, Vol. %, Toluene-free basis | 99.5 Minimum | To be Determined by Gas Chromatography |

CED0007214

SPECIFICATIONS - PLASTICIZER CONCENTRATE

| | Specifications | Anticipated Typical | Test Method |
|---|---|---|---|
| Specific Gravity | 0.865 - 0.875 | 0.870 | ASTM D-891 59 |
| Acid Wash Color, Max. | 2 | 0 - 1 | ASTM D-848-47 |
| Color, Saybolt, Min. | 28 | 30 | ASTM D-156-53T |
| Acidity | No Free Acid | No Free Acid | ASTM D-847-47 |
| Doctor | Sweet | Sweet | ASTM D-848-52 |
| Corrosion, Cu. strip | 1b | 1a | ASTM D-849-47 |
| Sulfur Compounds | Free of $H_2S$ and $SO_2$ | Free of $H_2S$ and $SO_2$ | ASTM D-853-47 |
| Moisture at 20°C. | No Free Moisture or Cloudiness | Free | |
| Distillation Range | | | |
| IBP, Min. | 137.5°C. | 138.5°C. | ASTM D-850-56 |
| Dry Point, Max. | 140.5°C. | 139.5°C. | |
| Component Content | | | |
| Paraffins, Max. | 0.2% Vol. % | 0.1% Vol. % | To Be Determined by Gas Chromatography |
| Toluene, Max. | 0.1 | Trace | |
| $C_9$ Aromatics, Max. | 0.1 | 0.05 | |
| Para Xylene, Min. | 26.5 | 27.5 - 28.0 | |
| Orthoxylene, Max. | 4.0 | 2.5 | |
| Ethyl Benzene, Max. | 3.0 | 2.4 | |
| Ortho plus EB, Max. | 5.0 | 4.9 | |

CED0007215

THIS AGREEMENT made and entered into this 2nd day of June, 1966, by and between FALLEK CHEMICAL CORPORATION, a New York corporation, herein referred to as "Buyer," and COASTAL STATES PETROCHEMICAL COMPANY, a Texas corporation, herein referred to as "Seller."

W I T N E S S E T H:

In consideration of the mutual promises contained herein, and in further consideration of Ten Dollars ($10.00) cash in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

1. PRODUCT

Paraxylene Concentrate meeting the attached specifications.

2. QUANTITY

Subject to the provisions of this Agreement, Seller shall sell and deliver, and Buyer shall purchase and receive Seller's production of paraxylene concentrate produced from Seller's Number One Mixed Xylene Fractionation Unit located at Seller's Corpus Christi Refinery. The production covered hereby shall not exceed 1005 barrels per calendar day.

In the event that said unit produces paraxylene in excess of 1005 barrels per calendar day, Seller shall have the right to use said excess production as a feed stock in its refinery

operations for further processing or blending. Should Seller not use said excess for such further processing or blending, then Seller shall offer said excess to Buyer under the terms of this Agreement.

3. PRICE

Subject to the provisions of this Agreement, Buyer shall pay Seller for the Paraxylene Concentrate delivered by Seller hereunder as follows:

(A) For 286 barrels per calendar day of the quantity delivered during the period May 1, 1967, through December 31, 1967, the price shall be $0.19 per net gallon at 26.5% analyzed Paraxylene Content.

(B) For 384 barrels per calendar day of the quantity delivered during the period January 1, 1968, through April 30, 1970, the price shall be $0.19 per net gallon at 26.5% analyzed Paraxylene Content.

(C) For all Paraxylene Concentrate purchased in excess of the above quantities cumulative to the date of each shipment, the price shall be based on the analyzed Paraxylene Content of each shipment as set forth below:

| | |
|---|---|
| 28.0% and Above | $0.19 per net gallon |
| 27.25% through 27.99% | $0.1875 per net gallon |
| 26.50% through 27.24% | $0.185 per net gallon |

4. PAYMENT

For product loaded aboard tankers, Seller shall invoice Buyer in triplicate currently as deliveries of Paraxylene Concentrate are made to Buyer, and Buyer shall pay such invoice amount to Seller no later than ninety (90) days after date of shipment and after presentation to Buyer of the following documents: Certificate of Loading, Analysis, and Weight Certificate, all as executed by an independent inspector as set forth in Paragraph 8. For product loaded aboard barges, Seller shall invoice Buyer in triplicate currently as deliveries of Paraxylene Concentrate are made to Buyer, and Buyer shall pay such invoice amount to Seller no later than thirty (30) days after receipt of invoice and documents as set forth above.

5. TERM

This contract is for a period of three (3) years commencing from first deliveries from new facilities to be constructed by Seller. Seller shall exercise all due diligence in making such initial deliveries available no later than May 1, 1967, inasmuch as Buyer has made firm commitments to provide product to Buyer's customers on that date.

In the event that either Buyer or Seller should desire to extend the term of this Agreement for an additional period of time, said party shall notify the other party in writing at least

one (1) year before the end of said three (3) year term, and both Buyer and Seller agree to use their best efforts to arrive at a new Agreement for an additional period of time.

6. DELIVERY

Delivery of the Paraxylene Concentrate by Seller to Buyer shall be made at barge and tanker loading facilities designated by Seller at Corpus Christi, Texas, by delivery on board barges or tankers furnished by Buyer. Deliveries shall be made hereunder in approximately equal quarterly quantities. Seller agrees to provide a safe berth at its Corpus Christi refinery, free of charge, to which Buyer's barges and/or tankers can proceed to and depart therefrom, always safely afloat. At least three (3) days prior to the arrival of Buyer's barge or tanker, Buyer shall give Seller written notice specifying the name of the barge or tanker to be loaded and the expected arrival date. At least forty-eight (48) hours prior to barge's or tanker's arrival at Seller's dock, the barge's or tanker's Master or Agent shall notify Seller of the vessel's estimated time of arrival. Should barge or tanker arrive to find that

Seller's dock is not available, Buyer and Seller shall both exercise their best efforts to prevent or minimize any demurrage. However, should demurrage be incurred through no fault of Buyer or Seller, then such demurrage charges shall be shared equally by Buyer and Seller. Lay time shall commence three (3) hours after receipt of notice from the barge's or tanker's Master or Agent that the barge or tanker is ready to load cargo, berth or no berth, or upon barge's or tanker's arrival in berth, all fast, whichever first occurs. Seller shall provide the facilities necessary to load Paraxylene Concentrate at the rate of not less than 2,000 barrels per running hour, and, for all lay hours incurred by Seller's failure to comply with the terms hereof, Seller shall pay demurrage at the rate then in effect for vessels of like size, type, trade and documentation provided ship is able to intake at same volume. Such rate shall be reduced by one-half (1/2) in the case of accident, fire, or breakdown of machinery or of Seller's loading facilities.

Since all or part of the Paraxylene Concentrate purchased is expected to move export in shipments of up to 30,000 barrels each, Seller shall provide adequate storage capacity of Paraxylene Concentrate.

7. TITLE

Title and risk of loss to Paraxylene Concentrate shall pass to Buyer when the product passes the flange connection between

the refinery delivery line at Corpus Christi, Texas, and the vessel's receiving line.

8. DETERMINATION OF QUALITY AND QUANTITY

The quantity and quality of Paraxylene Concentrate delivered shall be determined and certified to at loading by a representative of Charles Martin & Company or E. W. Saybolt & Company, at Buyer's option, whose certificate shall be binding as to the quality and quantity. Cost of such inspection shall be shared equally by Buyer and Seller.

Tests and inspection for quality shall be made on appropriate samples from the shipping tank. Likewise, a sample of product being delivered shall be taken at the flange connection between Seller's line and the barge or tanker, which sample shall be retained for independent analysis in the event of a dispute as to quality of product delivered.

Quantity shall be determined on the basis of the appropriate tank calibration using D-1555-63T, Table II, Column 3, for Mixed Xylenes to correct the volume to 60°F.

9. FORCE MAJEURE

If either Buyer or Seller is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of the Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or con-

ditions shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period; provided, obligations to make payments then due for products delivered hereunder shall not be suspended and the cause of suspension (other than strikes or lockouts) shall be remedied as far as possible with reasonable dispatch. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. The term "Force Majeure" shall include without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, explosion, accidents, breakdowns, strikes and other industrial, civil or public disturbance, inability to obtain materials, supplies, permits, or transportation facilities, any act or omission by parties not controlled by the party having the difficulty, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military.

10. WAIVER

No waiver by Buyer or Seller of any default of the other under this Agreement shall operate as a waiver of any further default whether of like or different character.

11. ASSIGNMENT

This Agreement shall bind and inure to the respective successors and assigns of the parties hereto, but no assignment shall relieve any party's obligation hereunder without the written consent of the other party.

12. WARRANTY OF TITLE

Seller warrants title to all Paraxylene Concentrate delivered hereunder by it, that it has the right to sell the same, and that such Paraxylene Concentrate is free from liens and adverse claims of every kind.

13. TAXES

Any Local, State or Federal Tax, or duties, levies or charges of any kind which may be levied on the product or required to be paid are to be for Seller's account only.

14. NOTICES

Every notice, request, statement or bill provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address as follows:

BUYER:
FALLEK CHEMICAL CORPORATION
Attention: Mr. K. P. Duldner
4 West 58th Street
New York, New York 10019

SELLER:
COASTAL STATES PETROCHEMICAL COMPANY
Sixth Floor
Lincoln Liberty Life Building
Houston, Texas 77002

and such other post office address as such party shall from time to time designate as the address for such purpose by registered letter addressed to the other party.

IN WITNESS WHEREOF, this Agreement is executed in two (2) counterparts, each of which shall be an original as of

the date first mentioned above.

ATTEST:

FALLEK CHEMICAL CORPORATION

Buyer

ATTEST:

Richard B. Curran
Assistant Secretary

COASTAL STATES PETROCHEMICAL COMPANY

Seller

Approved as to Form Legal Dept. HBC