

# EXHIBIT 2

MESSAGE RCVD 2/10/1994 14:10:43 13913 INBOUND PORT I  
MCII 02/10/94 15:12

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1512 02/10 06329257 BERU6568  
FAX VERIFICATION 6568 001.4 MINS  
ON 02/10/94 15:06 TO-9186621057 9186621057  
CMID-0013889 DEPT-PC  
0013889 :PC AT17:01 02-10  
9186621057  
BT

CONTRACT NO.: S-36439

GOOD MORNING, THIS IS TAUBER OIL COMPANY -- HOUSTON, TEXAS U.S.A.

FEBRUARY 10, 1994

ATTN: MR. MARK MATTHIESEN  
COMPANY: PHILLIPS 66 COMPANY  
A DIVISION OF PHILLIPS PETROLEUM COMPANY  
ADDRESS: 856 ADAMS BUILDING  
BARTLESVILLE, OK. 74004

INVOICE: SAME

ATTN: SAME

ADDRESS: SAME

RE: TAUBER OIL COMPANY SALES ACKNOWLEDGEMENT NO. S-36439

THIS TELEXED SALES CONTRACT, ALONG WITH TAUBER OIL COMPANY'S  
GENERAL TERMS AND CONDITIONS DATED MAY 20, 1988, CONSTITUTES THE  
ENTIRE AGREEMENT BETWEEN MARK MATTHIESON AND SCOTT PODSEDNIK ON  
THIS DATE. WHEREIN TAUBER OIL COMPANY HAS AGREED TO SELL  
PHILLIPS 66 COMPANY A DIVISION OF PHILLIPS PETROLEUM COMPANY  
THE FOLLOWING:

QUANTITY: ~~40,000~~ <sup>70,000</sup> BARRELS +/- 5 PCT  
PRODUCT: ✓ MTBE-MEETING 95 PCT MIN. PURITY  
.7 MAX. MEOH  
1500 H2O MAX. 40 mB exactly @ \$.6125  
PRICE: USD ~~0.6125 PER NET GALLON~~ value over 40 mB @ \$.6050  
F.O.B.: ✓ HOUSTON, TEXAS  
SHIPPING PERIOD: FEBRUARY 27-MARCH 5, 1994  
PAYMENT TERMS: ✓ NET TEN (10) AFTER BILL OF LADING DATE BY  
WIRE TRANSFER.  
SHIP VIA: BUYER'S VESSEL  
SCHEDULING: PLEASE HANDLE ALL SCHEDULING THROUGH KEVIN WILSON  
AT 713/869-8700.

FET# 73-88-0116 SRXGHT STTU

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**INSPECTIONS:** INSPECTION FOR QUALITY AND QUANTITY IS TO BE PERFORMED BY A LICENSED PETROLEUM INSPECTOR AT POINT OF LOADING. QUANTITY IS TO BE BASED ON SHORE TANK DOWN GAUGES AND QUALITY IS TO BE BASED ON SHORE TANK COMPOSITE SAMPLES. COST OF SUCH INSPECTION TO BE BORNE EQUALLY BETWEEN BUYER AND SELLER.

**TITLE TO:** TITLE TO AND RISK OF LOSS OF PRODUCT SHALL PASS FROM SELLER TO BUYER AT THE FLANGE CONNECTION BETWEEN THE REFINERY DISCHARGE LINE AND THE VESSEL RECEIVING LINE.

**DEMURRAGE:** DEMURRAGE WILL BE PAYABLE PER RUNNING HOUR OR PRO RATA FOR PART THEREOF FOR ALL USED LAYTIME PER CHARTER PARTY UNLESS SUPPLIERS MARINE PROVISIONS GOVERN.

IF MATERIAL IS LOADED AT A PUBLIC TERMINAL VESSEL'S ARE LOADED ON A FIRST COME, FIRST SERVE BASIS ONLY, THEREFORE, LAYTIME SHALL NOT COMMENCE UNTIL VESSEL ACTUALLY OBTAINS A DOCK.

TAUBER OIL COMPANY SHALL BE DISCHARGED AND RELEASED FROM ALL LIABILITY OF DEMURRAGE UNDER THIS AGREEMENT, UNLESS THE CLAIM HAS BEEN PRESENTED IN WRITING WITH SUPPORTING DOCUMENTS WITHIN NINETY (90) DAYS UPON COMPLETION OF MOVEMENT.

**M.S.D.S.:** SELLER REPRESENTS THAT IT HAS PROVIDED OR WILL PROVIDE BUYER UPON REQUEST WITH AN APPROPRIATE MATERIAL SAFETY DATA SHEET, LABELS AND ANY UPDATED INFORMATION FOR THE PRODUCTS IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AT OR PRIOR TO THE TIME OF DELIVERY.

PLEASE ADVISE YOUR AGREEMENT TO THE FOREGOING BY RETURN TELEX WITHIN 24 HOURS. IN THE EVENT WE DO NOT RECEIVE YOUR REPLY AS REQUESTED, THEN THIS CONTRACT SHALL BE THE GOVERNING INSTRUMENT.

REGARDS,

SCOTT PODSEDNIK  
MCI TELEX NUMBER: 6868905 TAUBER (PRIMARY NUMBER)  
TELEX NUMBER: 76-2757 TAUBER HOU  
TWX NUMBER: 910-881-1645 TAUBOIL HOU  
FAX NUMBER: 713-869-8069  
TRT NUMBER: 1561535 TAUBER HOU

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