

EXHIBIT 7

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

JANUARY 27, 1997

ATTN: KYM GRIFFITH
COMPANY: PHILLIPS CHEMICAL COMPANY
ADDRESS: ADAMS BUILDING
BARTLESVILLE, OKLAHOMA 74004

8954

INVOICE: SAME
ATTN: SAME
ADDRESS: SAME

RE: TAUBER OIL COMPANY SALES ACKNOWLEDGEMENT NO. S-45208

THIS TELEXED SALES CONTRACT, ALONG WITH TAUBER OIL COMPANY'S GENERAL TERMS AND CONDITIONS DATED JANUARY 1, 1997, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN KYM GRIFFITH AND SCOTT PODSEDNIK ON THIS DATE, WHEREIN TAUBER OIL COMPANY HAS AGREED TO SELL PHILLIPS CHEMICAL COMPANY THE FOLLOWING:

QUANTITY: 50,000 - 55,000 BARRELS

PRODUCT: MTBE - MEETING THE FOLLOWING SPECIFICATIONS:
95 WT PCT MIN PURITY
.7 WT PCT MAX MEQH
1500 PPM H2O MAX

PRICE: PLATTS U.S. GULF COAST WATERBORNE MEAN POSTING
FOR MTBE THE AVERAGE FOR THE MONTH OF FEBRUARY

F.O.B.: HOUSTON, TEXAS

SHIPPING PERIOD: FEBRUARY 5-15, 1997

PAYMENT TERMS: WIRE TRANSFER TEN (10) DAYS AFTER BILL OF LADING
DATE AND RECEIPT OF SUPPORTING DOCUMENTS.
B/L DATE WILL COUNT AS DAY ZERO (0).

SHIP VIA: TANKER

SCHEDULING: PLEASE HANDLE ALL SCHEDULING THROUGH KEVIN WILSON
OR JANET MILLER AT 713/869-8700.

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
STATIC SHORE TANK DOWN GAUGES, OR METERS IF
CUSTOMARY AT LOADING FACILITY, 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

TAUBER001397

BETWEEN THE TERMINAL DISCHARGE LINE AND THE TANKER RECEIVING LINE.

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.

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.

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. REFER TO TAUBER OIL COMPANY'S GENERAL TERMS AND CONDITIONS DATED JANUARY 1, 1997, CLAUSE 17 TITLED 'DUTY TO WARN OF PRODUCT HAZARDS AND INDEMNIFICATION'.

1990 INCOTERMS TO GOVERN UNLESS OTHERWISE STIPULATED IN THIS AGREEMENT.

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,

J. 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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